

JH WASTE TREATMENT PLANT REMOVAL PUTNAM CO. CUSD 535 MCNABB, IL

GENERAL NOTES

- The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and Is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of Those Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
- Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify The Owner, Engineer and Putnam County A Minimum of 48 Hours in Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is Incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
- These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly.
- No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
- The Engineer Is Furnishing These Drawings For Construction Purposes As A Convenience To The Owner, Architect, Surveyor, or Contractor. Prior to the Use of These Drawings For Construction Purposes, The User of This Media Shall Verify All Dimensions and Locations of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User of This Information Shall Contact The Engineer Immediately.
- Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As A Minimum All Sanitary Sewer Locations and Sizes, Structure Locations and Sizes, Rim and Invert Elevations, Provide Photograph Documentation Of Installation.
- The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And All Addenda Therein, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.

DEMOLITION NOTES

- All Signs to Be Removed Shall Be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.
- Keep All McNabb Streets Free and Clear of Construction Related Dirt/Dust/Debris.
- Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
- Coordinate Removal of Overhead Wires And Utility Poles With Authorities Having Jurisdiction And Respective Utility Providers.
- The Existing Building is to Remain Operational During Construction. Therefore the Temporary Relocation of All Necessary Utilities Serving the Existing Building Shall Be Coordinated Prior to the Commencement of Construction Operations.
- All Sawcutting Shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Elevations at Points of Connection for New and Existing Pavement, Curb, Sidewalks, etc. All Sawcut Locations Shown Are Approximate and May Be Field Adjusted to Accommodate Conditions, Joint, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
- Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
- All Light Poles to Be Removed From Private Property Shall Be Removed in Their Entirety, Including Base and All Appurtenances. Coordinate Abandonment of Electrical Lines With Electrical Engineer and Owner Prior to Demolition.
- Perform Tree Pruning in All Locations Where Proposed Pavement And/Or Utility Installation Encroach Within The Existing Drip Line of Trees to Remain. All Trenching Within The Drip Line of Existing Trees to Remain Shall Be Done Radially Away From Trunk If Roots in Cases Of 1" Diameter Are Exposed. Roots Must Be Cut By Reputable Tree Pruning Service Prior to Any Transverse Trenching. Obtain Approval Of The Architect Prior to Operations For A Variance From This Procedure.
- Coordinate Tree Removal with Landscape Architect. All Trees To Be Removed Shall Be Removed in Their Entirety and Stumps Shall Be Ground to Proposed Subgrade. Use As Much for Proposed Landscaping Where Applicable and Acceptable to Architect.
- Provide Tree Protection Fencing Prior to Construction Operations. Maintain Throughout Construction.

GEOMETRY NOTES

- All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Edge Of Pavement, Center of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.

UTILITY NOTES

- Field Verify Invert & Locations of Existing Utility Mains Prior to Installing Any On-Site Utilities or Structures. All Elevations and Inverts Referencing Said Utility Shall Be Field Verified Prior to Installation of Any New Structures or Utilities, and Adjustments Shall Be Made as Necessary. Contact Engineer Prior to Installation if Discrepancy Exists With These Drawings.
- Coordinate the Relocation of Any Utilities Encountered And Replacement of Any Utilities Damaged Within Influence Zone of New Construction. Contact Engineer if The Existing Utilities Vary From The Plans.
- Protection of Water Supplies Shall Be As Described in Section 370.350 Of The Illinois Recommended Standards For Sewage Works of Section 41-2.01 Of The Standard Specifications For Water and Sewer Main Construction in Illinois, Latest Edition.
- The "Standard Specifications for Water and Sewer Main Construction in Illinois", Current Edition Shall Govern Work Where Applicable.
- Contractor Shall Obtain As-Built Information For All Pipes and Structures in Accordance With County As-Built Document Requirements.

STRUCTURE NOTES

- All Manholes Shall Have Neenah R1713-B Frame & Closed Lid or Approved Equal, with "Storm" or "Sanitary" Imprinted as Appropriate.
- For All Structures Indicated to be Adjusted, Remove and Install Adjusting Rings, Cone Section, Barrel Sections, or Flat Slab Top as Necessary.
- All Sanitary Manholes Shall Include a Chimney Seal.

SOIL EROSION & SEDIMENTATION CONTROL NOTES

- Illinois Urban Manual Shall Govern All Soil Erosion and Sediment Control, and Related Work.
- Contractor Shall Be Responsible for Compliance With County Requirements for Project.
- Soil Disturbance Shall be Conducted in Such a Manner as to Minimize Erosion. Soil Stabilization Measures Shall Consider the Time of Year, Site Conditions, and the Use of Temporary or Permanent Measures.
- Soil Erosion and Sediment Control Features Shall be Constructed Prior to the Commencement of Upland Disturbance.
- All Temporary and Permanent Erosion Control Measures Shall be Removed Within 30 Days After Final Site Stabilization is Achieved or After the Temporary Measures Are No Longer Needed. Trapped Sediment and Other Disturbed Soil Areas Shall be Permanently Stabilized.
- Final Site Stabilization is Defined By The EPA General Permit as Meaning That All Soil Disturbing Activities At The Site Have Been Completed, and That a Uniform Perennial Vegetative Cover With a Density Of 70 Percent of The Cover For Unpaved Areas Not Covered By Permanent Structures Has Been Established or Equivalent Permanent Stabilization Measures (Such As The Use of Riprap, Gabions, or Geotextiles) Have Been Employed.
- All Temporary and Permanent Sediment and Erosion Control Measures Must be Maintained, Repaired, and Inspected in Conformance With All Applicable County Requirements.
- Install and Maintain Silt Fence At The Perimeter Of The Construction Zone as Shown on the Plans. Maintain Silt Fence Throughout Construction And Until Vegetation Has Been Fully Established.
- The Erosion Control Measures Indicated on the Drawings Are The Minimum Requirements. Additional Measures May Be Required as Directed By The Governing Agency.
- Unless Otherwise Indicated on the Drawings, Stabilize All Disturbed Ground Areas with North American Green Biomat 30150SR Erosion Control Blanket, or Approved Equal.
- Report Releases of Reportable Quantities of Oil or Hazardous Materials if They Occur in Accordance with IEPA NPDES Requirements.
- Dewatering of Excavations Shall be Performed in a Manner Such as Through the use of Filter Bags or Polymer Treated Dewatering Swales, so as to Not Discharge Sediment Laden Water into Storm Sewers Tributary to Open Water.

J.U.L.I.E.

Note: The exact location of all utilities shall be verified by the contractor prior to construction activities. For utility locations call: J.U.L.I.E. 1 (800) 892-0123

SURVEY PROVIDED BY:

Plot of Survey and Topography Provided by JH Land Surveying INC., 910 Geneva Street, Shorewood, IL 60404, (815) 729-4000 For CUSD #535.

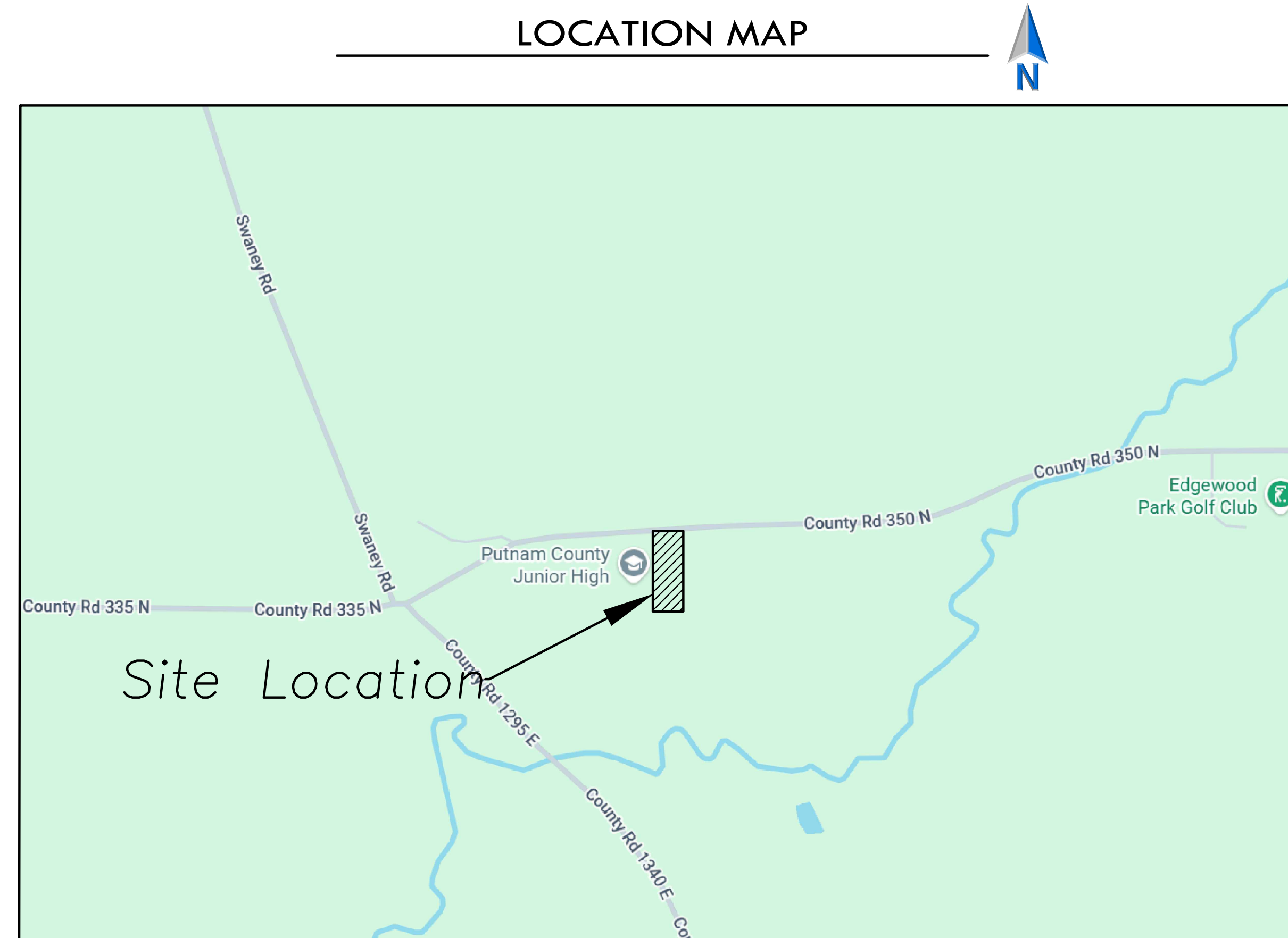
PROJECT BENCHMARKS

Site Benchmark:
Square Cut on Corner of Concrete
Datum: NAVD88
Elevation = 654.31

NGS Benchmark: PID DP9863
Description: TO REACH THE STATION FROM THE JUNCTION OF SR 89 WITH CR 11 LOCATED IN MCNABB, IL, GO SOUTH ON SR 89 FOR 1.5 MI (2.4 KM) TO CR 350 N, CONTINUE SOUTH ON SR 89 FOR 0.15 MI (0.2 KM) TO THE STATION ON THE LEFT. THE STATION IS LOCATED 31.5 FT (9.6 M) EAST OF THE CENTERLINE OF SR 89, 42.3 FT (12.9 M) NORTH OF A PERPENDICULAR OFFSET OF THE NORTHEAST CORNER OF 'DA RAJUN CAJUN', 21.1 FT (6.4 M) SOUTH OF A SIGN POST AND 18.6 FT (5.7 M) EAST OF THE EDGE OF PAVEMENT OF SR 89. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH (15 CM) LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.

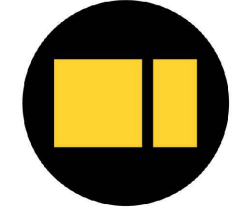
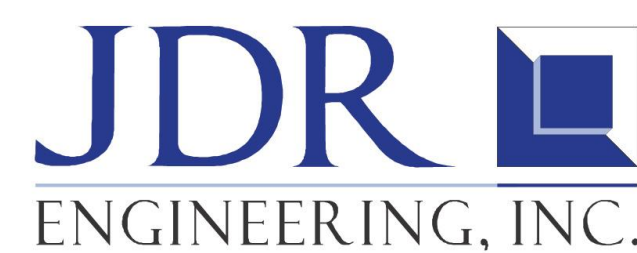
Datum: NAVD88
Elevation = 669.57

LOCATION MAP

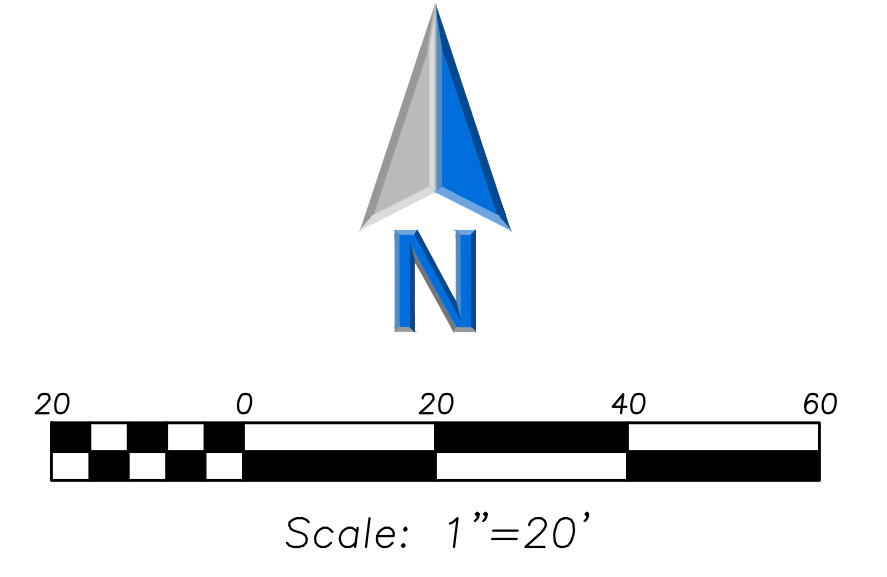
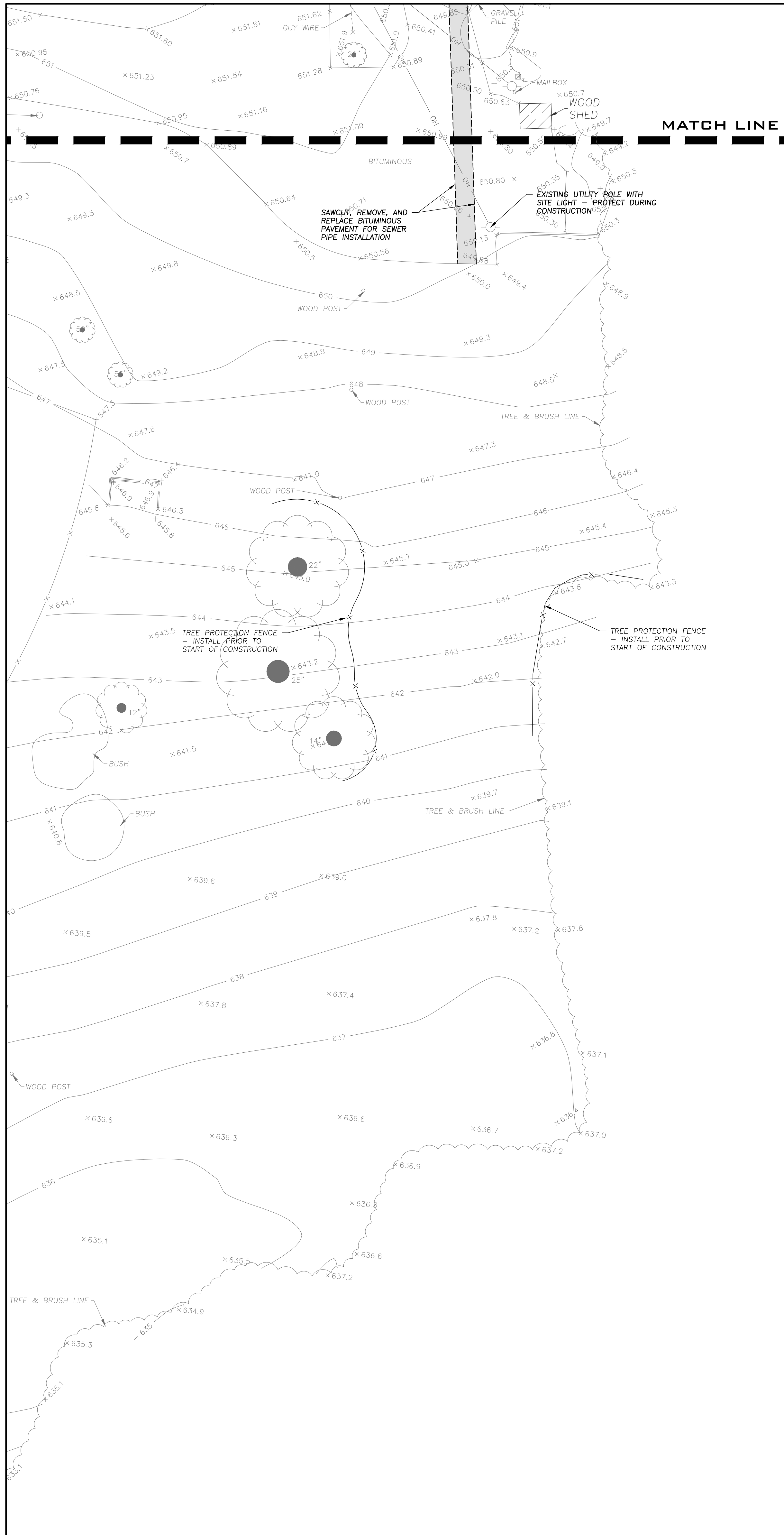
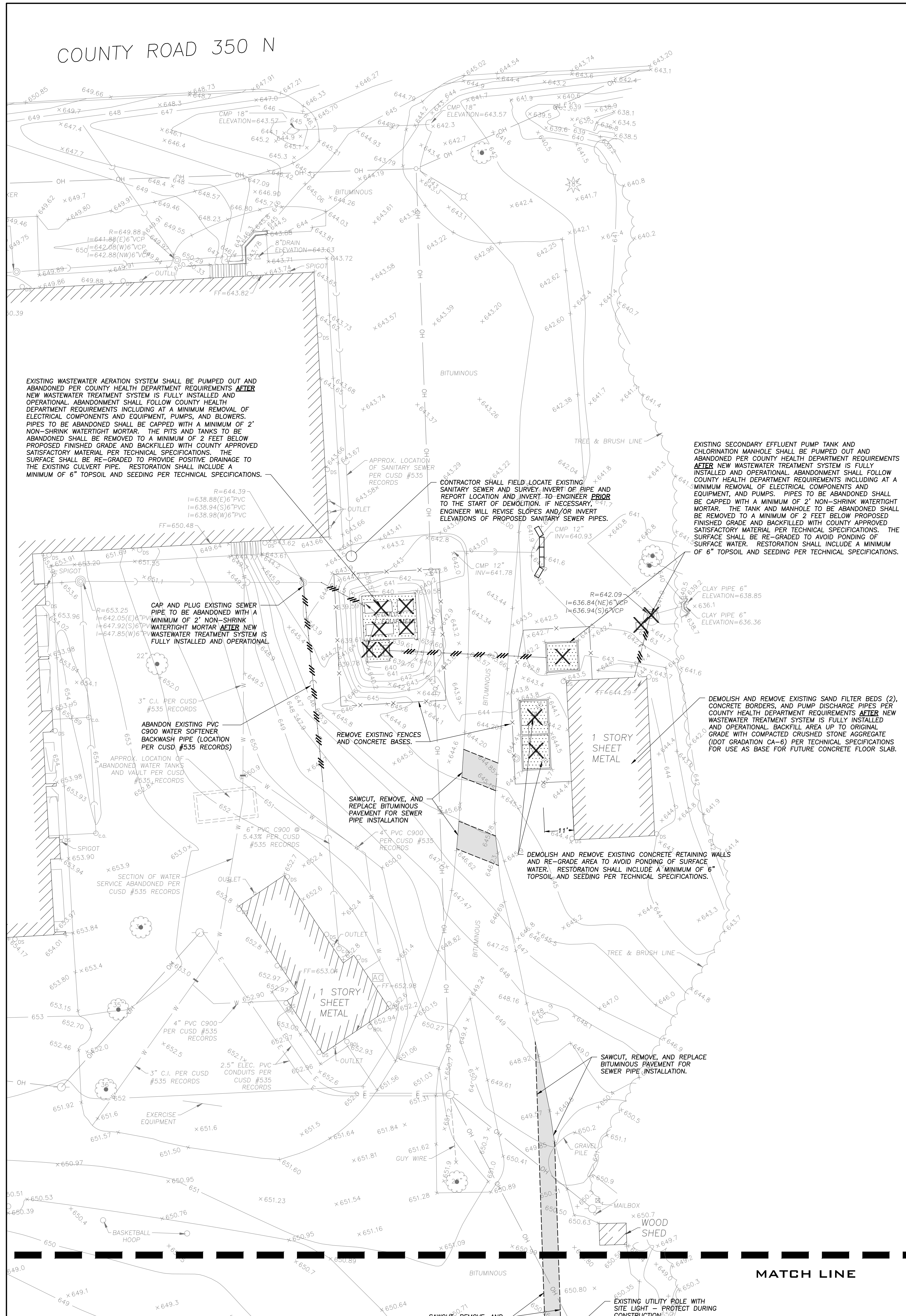


INDEX OF SHEETS

C000	COVER SHEET
C100	SITE DEMOLITION PLAN
C200	PROPOSED SITE PLAN
C300	SITE WORK DETAILS
C301	SITE WORK DETAILS



DATE:	03-30-2026
ISSUED FOR:	ISSUED FOR BID
PROJECT NUMBER:	2025-199
SHEET NUMBER:	C000



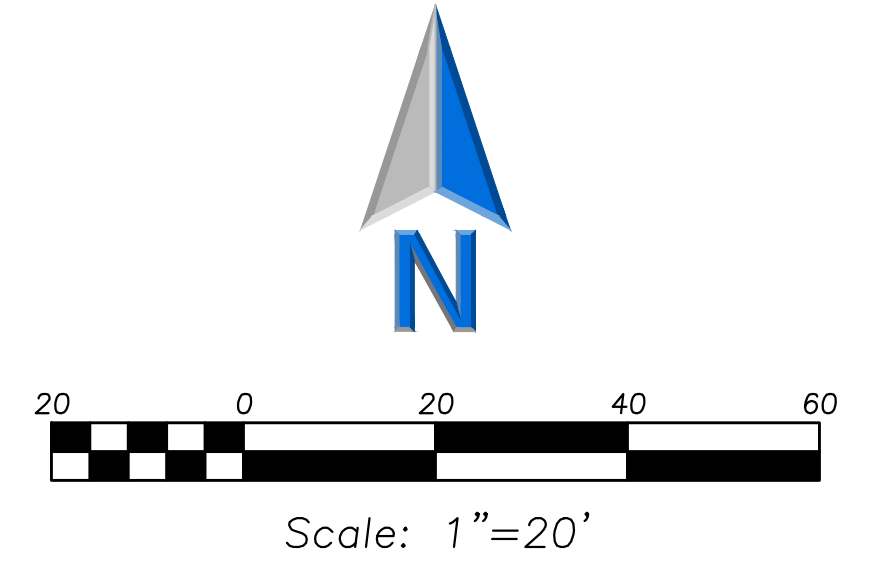
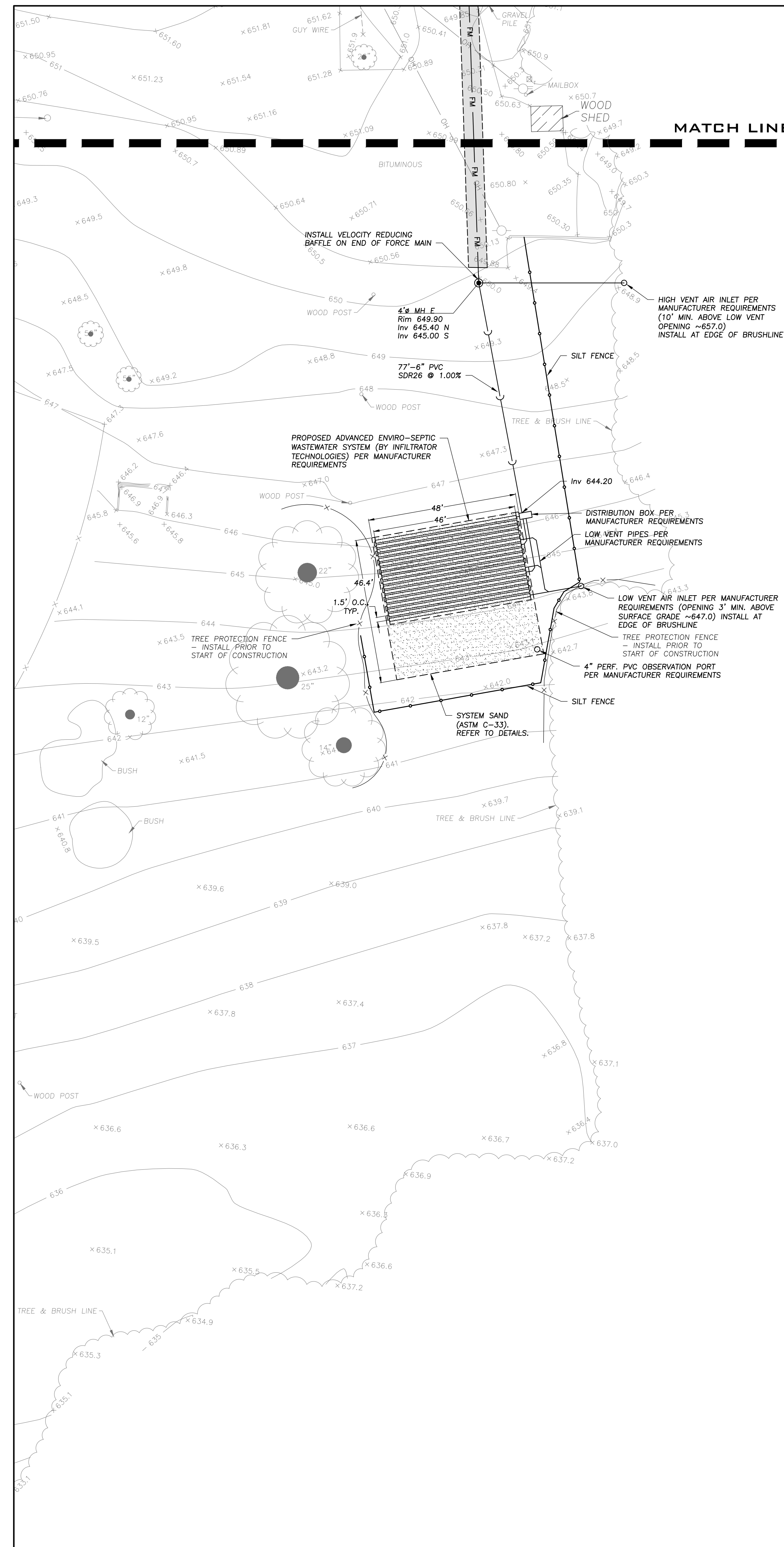
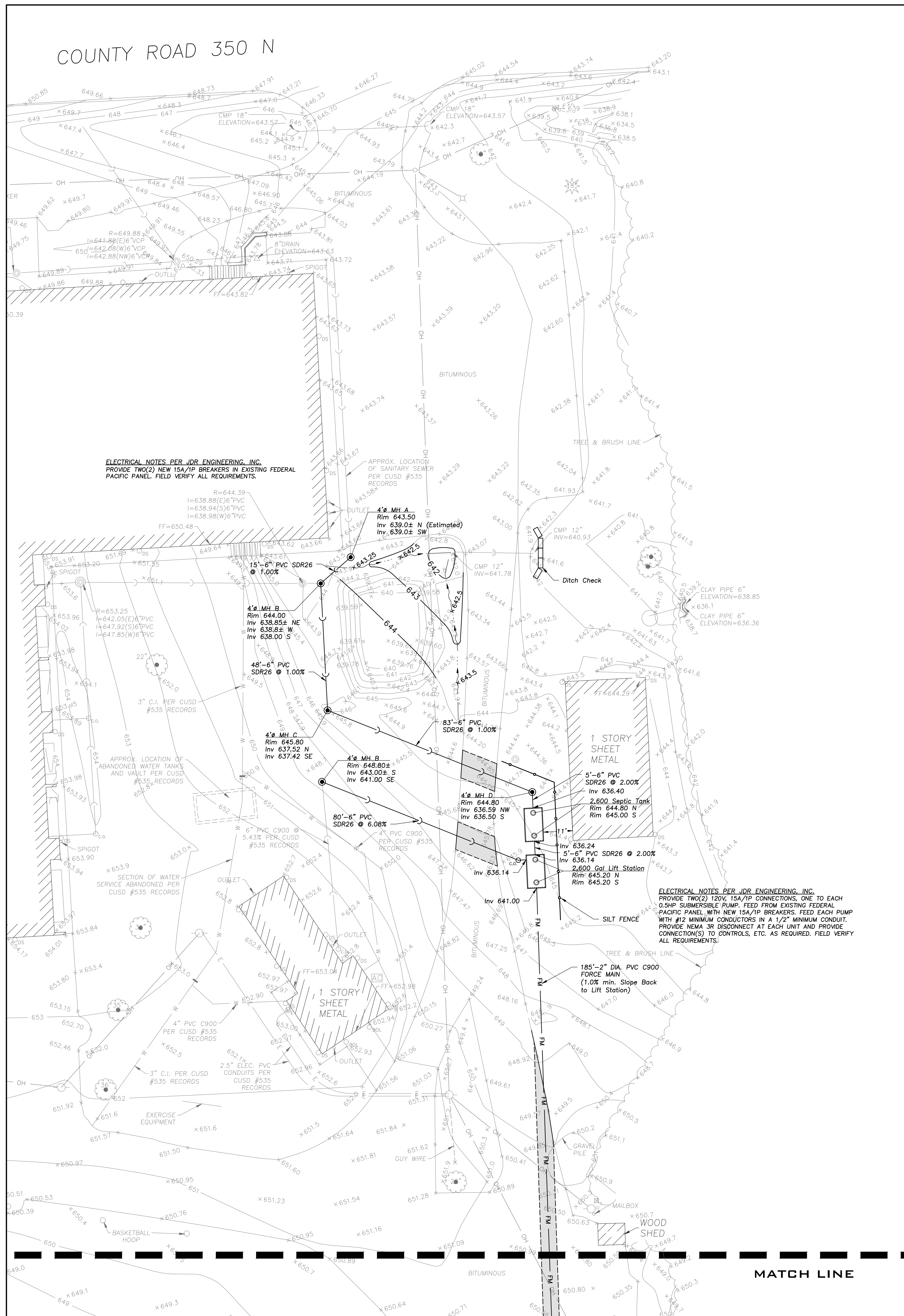
LEGEND

EXISTING	PROPOSED
Manhole	Manhole
Drainage Structure	Drainage Structure
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electrical Cable (Buried)	Electrical Cable (Buried)
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Buffalo Box	Buffalo Box
Downspout	Downspout
Ballard	Ballard
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
Electric Manhole	Electric Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Seawall	Seawall
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Brushline	Brushline
Tree Protection	Tree Protection
Fencing at Strip Line	Fencing at Strip Line

DEMOLITION LEGEND

Utility Line Removal	Utility Line Removal
Bituminous Pavement Removal (Full Depth)	Bituminous Pavement Removal (Full Depth)
Concrete Pavement Removal (Full Depth)	Concrete Pavement Removal (Full Depth)
Pavement Sawcut	Pavement Sawcut

DATE	DESCRIPTION
03-30-2026	ISSUED FOR BID



LEGEND

EXISTING	PROPOSED
Manhole	Manhole
Drainage Structure	Drainage Structure
Area Drain	Area Drain
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
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Gas Line	Gas Line
Overhead Wires	Overhead Wires
Electrical Cable (Buried)	Electrical Cable (Buried)
Telephone Line	Telephone Line
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Gas Valve	Gas Valve
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Electric Meter	Electric Meter
Electric Manhole	Electric Manhole
Hand Hole	Hand Hole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Accessible Parking Stall	Accessible Parking Stall
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Sidewalk Elevation	Sidewalk Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Swale	Swale
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Brushline	Brushline
Tree Protection Fencing at Drip Line	Tree Protection Fencing at Drip Line

PAVING & SURFACE LEGEND

Asphalt Pavement Section	Asphalt Pavement Section
1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50	1 1/2" Hot Mix Asphalt, Mix D, IL-9.5, N50
3 1/2" Hot Mix Asphalt, IL-19.0, N50	3 1/2" Hot Mix Asphalt, IL-19.0, N50
Prime Coat (0.25 gal/sq yd)	Prime Coat (0.25 gal/sq yd)
12" Aggregate Base Course, Type B, Crushed, CA-6	12" Aggregate Base Course, Type B, Crushed, CA-6
Non-Woven Geotextile Fabric, 5 oz/sy	Non-Woven Geotextile Fabric, 5 oz/sy
Ridge Line/High Point	Ridge Line/High Point

SOIL EROSION & SEDIMENTATION CONTROL LEGEND

Silt Fence	Silt Fence
Erosion Control Ditch Check	Erosion Control Ditch Check

NOTE:
 Seed and Place Erosion Control Blanket (North American Green BioNet SC150BN or Approved Equal) on All Disturbed Areas per Technical Specifications

DATE: 03-30-2026	DATE: 03-30-2026
PROJECT NUMBER: 2025-199	ISSUED FOR BID
SHEET NUMBER: C200	

PEI Treatment System Calculator for Illinois
(residential strength wastewater only)

Presby Environmental, Inc.

Commercial =	Y
Gallons per Day Loading =	1735
Soil Scientist Assigned Loading Rate =	0.52 GPD/SF
PEI Soil Loading Rate =	0.780 GPD/SF
4-inches Below Grade (min) =	Y
System Slope =	10 %
Row Length =	46 ft
Presby Pipe Required minimum =	811 ft
Daily Design Flow =	1735 GPD
Sand Bed Area Required =	2,225 sq ft
Number of Rows =	18
Pipe Bed Width =	26.50 ft
Sand Bed Length =	48 ft
Treatment Area Width (Tall Portion) =	28.50 ft
Sand Bed Width =	46.375 ft
System Sand Extension =	17.875 ft
System Sand needed =	81 syds ³
Estimated Tonnage =	122 ±Ton

Presby Products	
Pipe being used =	828 ft
Offset Adapters =	36 total
Couplings =	64.8 total

Copy the items above and Paste them into an email to request a quotation. Press the button below to open your email program.

[Request a Quotation](#)

Plan View (not to scale)
46' (18) rows

Section View (not to scale)
28.5' 17.875' 46.375'

OWNER: PUTNAM COUNTY CUSD #535

SOIL BORINGS PREPARED BY: A & E Soil Consultants, LLC
Joshua S. Elmer, Certified Professional Soil Scientist/Soil Classifier
Illinois Soil Classifiers Association No. 96
27560 Ebenezer Road, Geneva, Illinois 61254
(309) 945-9090

TOPOGRAPHIC INFORMATION PROVIDED BY: J.H. Land Surveying INC., 910 Geneva Street, Shorewood, IL 60404, (815) 729-4000
Site Benchmarks: 1

Reference Benchmark: NGS Benchmark: PID DP9663
Description: TO REACH THE STATION FROM THE JUNCTION OF SR 89 WITH CR 11 LOCATED IN MCNABB, IL, GO SOUTH ON SR 89 FOR 1.5 MI (2.4 KM) TO CR 350 N. CONTINUE SOUTH ON SR 89 FOR 0.15 MI (0.2 KM) TO THE STATION ON THE LEFT. THE STATION IS LOCATED 31.5 FT (9.6 M) EAST OF THE CENTERLINE OF SR 89, 42.3 FT (12.9 M) NORTH OF A PERPENDICULAR OFFSET OF THE NORTHEAST CORNER OF "DA RAJAN CANYON", 21.1 FT (6.4 M) SOUTH OF A SIGN POST AND 18.6 FT (5.7 M) EAST OF THE EDGE OF PAVEMENT OF SR 89. NOTE-ACCESS TO THE DATUM POINT IS THROUGH A 6-INCH (15 CM) LOGO CAP. THE ROD (DATUM POINT) IS SURROUNDED BY A FLOATING BRONZE DISK TO AID IN IDENTIFICATION.

Datum: NAVD88
Elevation = 669.57

NOTES:
Prior to construction, fence off seepage field area. Construction traffic or materials storage of any kind shall not be permitted within seepage field area.
Prior to construction, the Contractor shall locate or cause to be located all existing underground utilities by contacting J.U.L.I.E. at (800) 892-0123 and a Private Underground Utility Locator.

The location of existing underground utilities has been determined from the best available information and is given for the convenience of the Contractor. However, the Owner and Engineer do not assume responsibility in the event that during construction utilities other than those shown are encountered or the actual location of those which are shown are different from the location as shown on the drawings.

Contractor shall contact the design engineer if deviations from the approved drawings are found in the existing conditions or are required of the proposed conditions.
Contractor shall be responsible for coordinating relocation of any utilities encountered and replacement of any utilities damaged within influence zone of new construction.

Utility services shall not cross seepage field area.
Clear water from footing drains, air conditioners, downspouts, or any other source shall not be discharged into or onto seepage field.

Provide 6" minimum cover over septic and lift station tanks.
Any filling or excavating required within the seepage field area shall be completed during dry field conditions and in such a manner as to minimize compaction of the existing soils.

Fine grade and seed seepage field area prior to being put into service.

All ungravel areas shall have a minimum of 6" topsoil.

Verify all dimensions prior to beginning construction.

The fill proposed on this lot will not affect the surface drainage on adjacent lots.

All trees not identified for removal shall remain and tree protection fencing shall be installed.

Erosion Control Blanket shall be installed on all disturbed and newly seeded ground surfaces.

DESIGN DATA

Soil Series: Tama
Loading/Permeability: Low Moderate
Wastewater Loading Rate (Commercial): 0.52 gpd/sf (System Loading Rate 0.78 gpd/sf)
Seasonal High Groundwater Table (Minimum) = >63"
System Type: Advanced Enviro-Septic Wastewater System (by Infiltrator Technologies / ADS)
Separation to Limiting Layer: >3 ft.
Projected Maximum Daily Flow:
Putnam High School Max. Month = 1,449 gpd x 200/280 = 1,029 gpd x 1.2 = 1,235 gpd
Water Softener Backwash (1x per 8 days) = 500 gpd
TOTAL MAXIMUM DAILY FLOW = 1,735 gpd

Seepage Field Area

Soil Treatment Area Size = 2,225 sf (approx. 81 cy sand)
Overall Length = 46.4 ft
Overall Width = 46.2 ft

Septic Tank

Size = Max. Day x 1.5 = 2,603 gal. (Use TNK-2600-ver2 with HEAVY DUTY COVER by Grove Concrete & Supply, Inc. or Approved Equal)

Lift Station

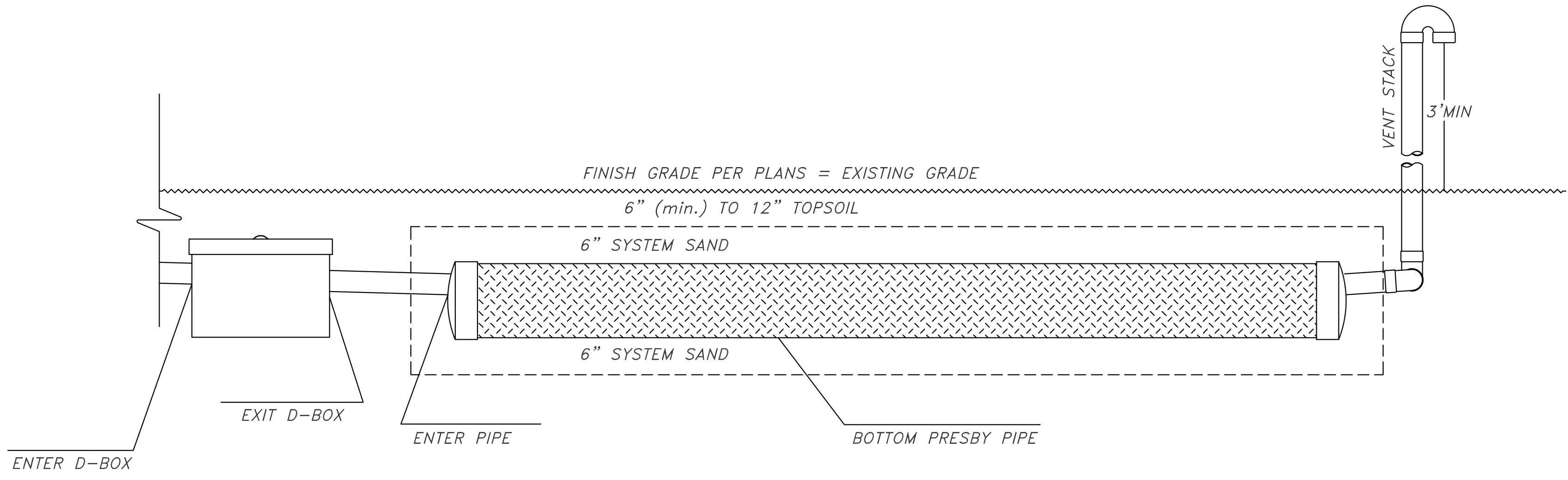
Tank
Size = Max. Day x 1.5 = 2,603 gal. (Use TNK-2600-ver2 by Grove Concrete & Supply, Inc. or Approved Equal)

Pumps and Controls

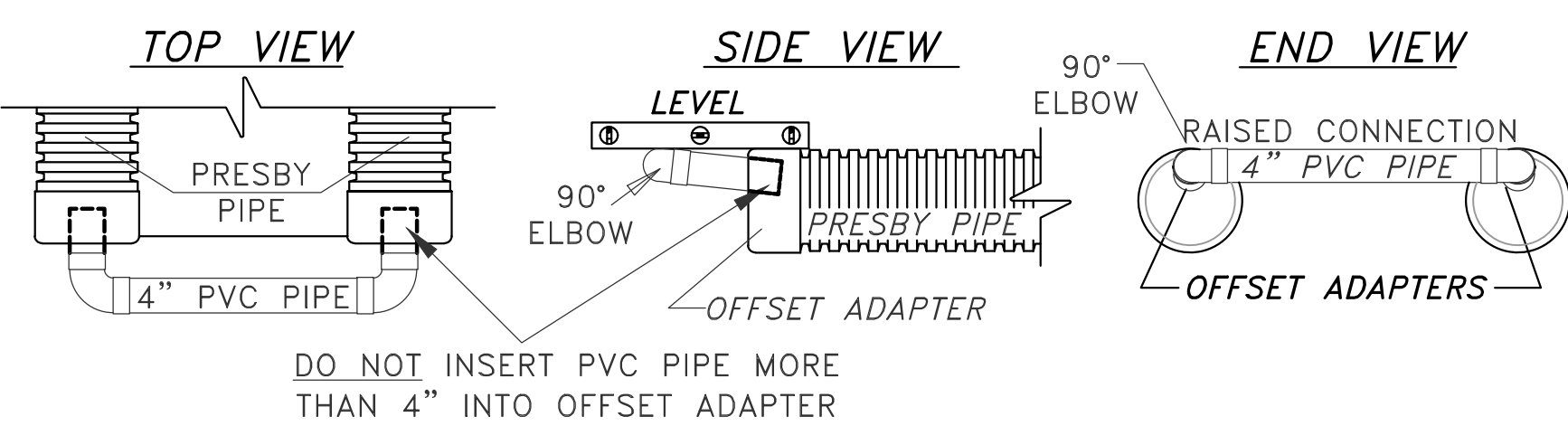
A duplex system of 2 alternating submersible pumps, complete with motor controls, accessories, high water alarm, and programmable timer timed to dose the mound system to meet the minimum dosing requirement to make a fully automatic system.
Pumps shall be 0.5 HP, 230V, Single Phase, 60 Hz - Oreo Systems PFS02612 and Biolube (or Approved Equal).
Control Panel shall be an Oreo Systems MFP-Duplex (or Approved Equal).
Dosing Volume = Max. 170 gal. (or as required to achieve minimum of 6 pump cycles per day per pump).

Force Main

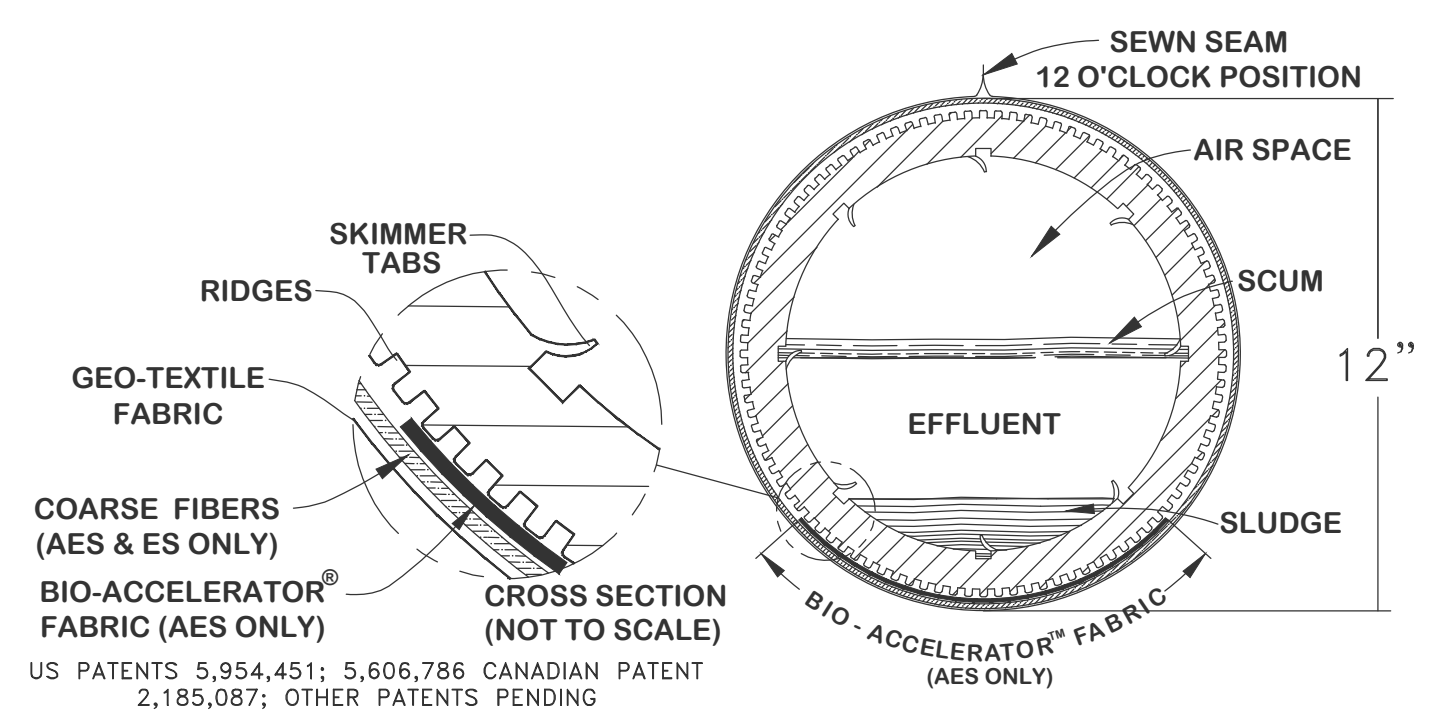
The force main shall be 2" diameter PVC C900 pipe installed at a 1.0% minimum slope back to the lift station to prevent freezing.



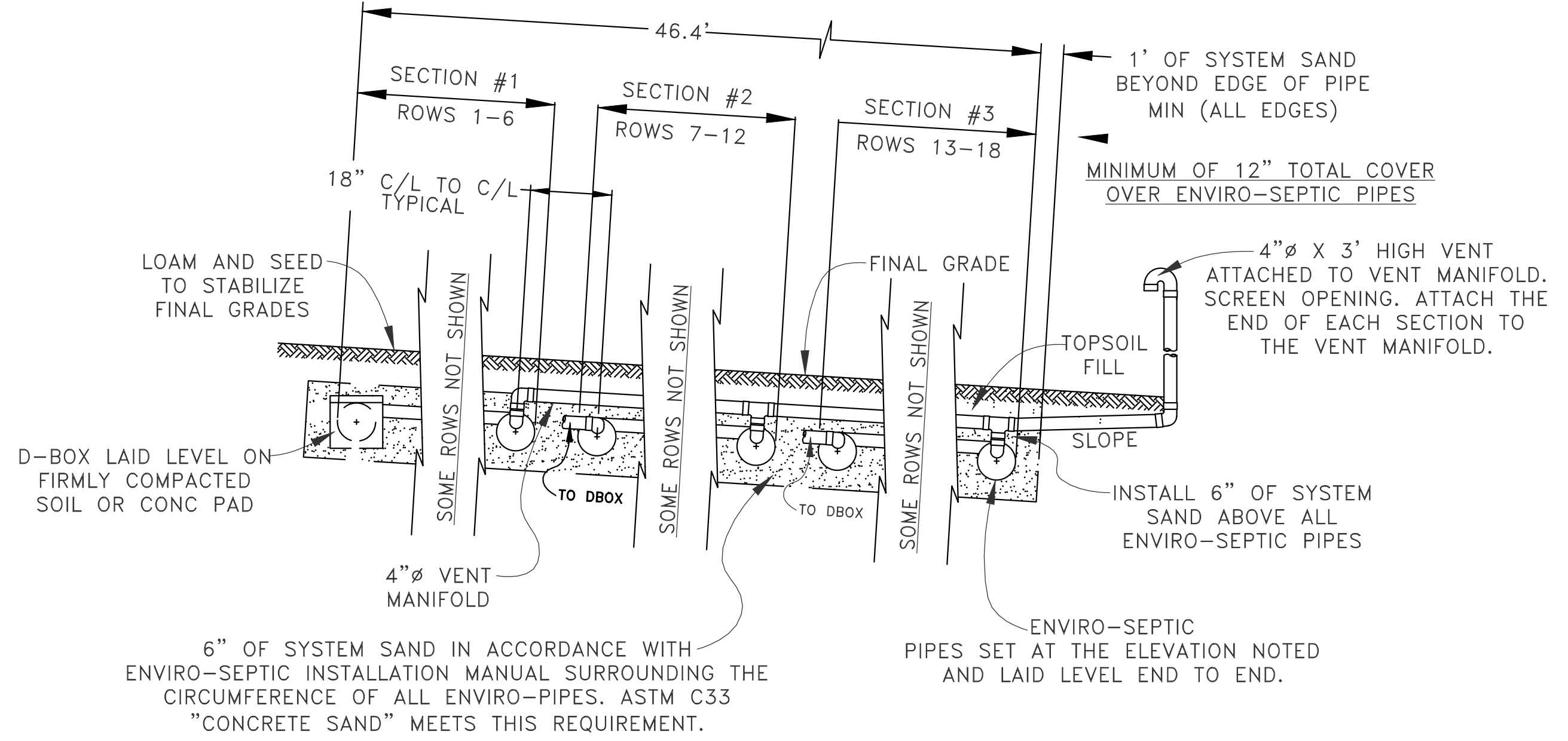
SCHEMATIC SECTION VIEW
(NOT TO SCALE)



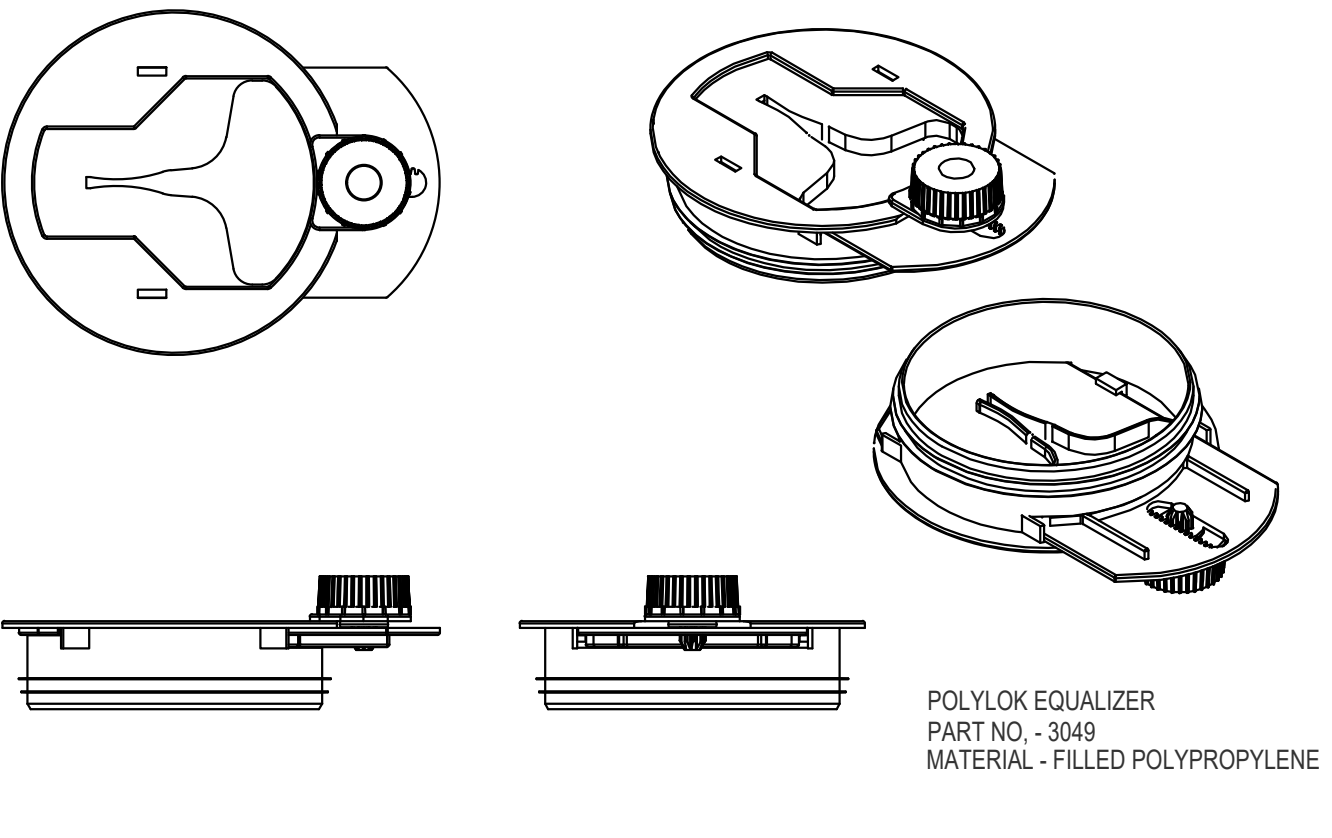
RAISED CONNECTION DETAIL
(NOT TO SCALE)



PRESBY WASTEWATER TREATMENT SYSTEM
ADVANCED ENVIRO-SEPTIC®
ENVIRO-SEPTIC®
SIMPLE SEPTIC®



SCHEMATIC SYSTEM PROFILE
(NOT TO SCALE)

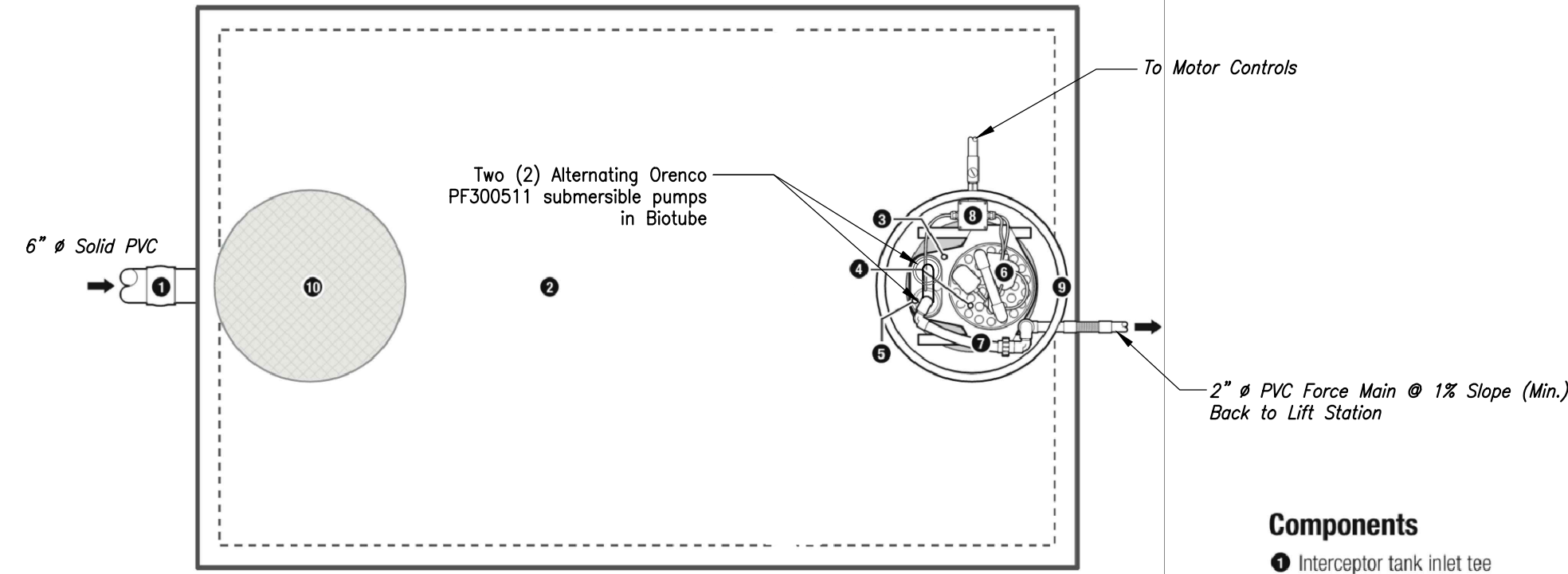


FLOW EQUALIZER
(INSTALL ON FIRST PIPE OF EACH SECTION)



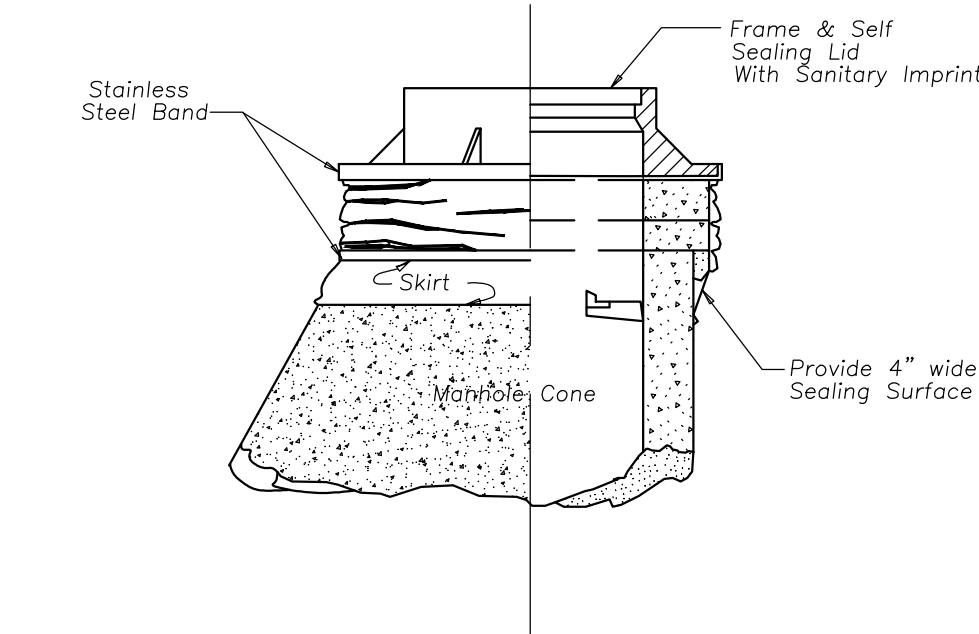
DISTRIBUTION BOX MANIFOLD
(TO EVENLY DIVIDE FLOW)

NOTE:
Septic and Lift Station Tank and Pump Details Are Schematic Only. The Contractor Must Submit Information On The Product Chosen (i.e. Grove Concrete and Supply, Orenco, or Equivalent) Including A Statement From The Manufacturer That The Product is Suitable For The Proposed Application. Prior To Construction, This Information Shall Be Submitted To The Owner, Architect, and Engineer For Review. This Review Does Not Relieve The Contractor And Manufacturer Of Responsibility For The Tanks and Pump Systems. The Contractor Shall Adhere Strictly To The Manufacturer's Specifications And Design Requirements During Construction.



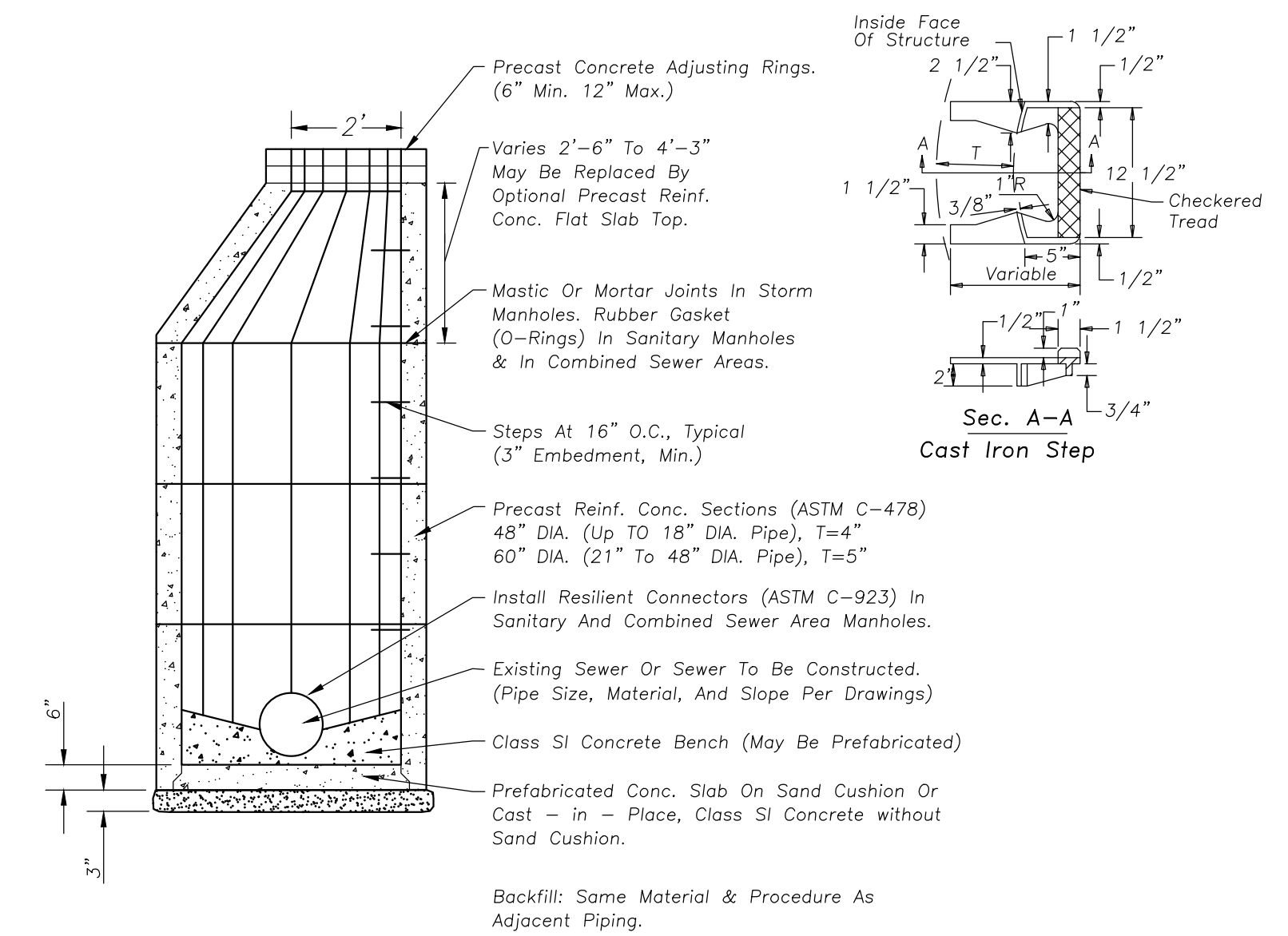
TYPICAL LIFT STATION PLAN VIEW
(Not to Scale)

- Components**
- 1 Interceptor tank inlet tee
 - 2 Interceptor tank (two-compartment shown)
 - 3 Botube® pump vault
 - 4 Botube effluent filter cartridge
 - 5 Effluent pumps (Duplex)
 - 6 Float switch assembly
 - 7 Discharge assembly (HV-style shown)
 - 8 Splice box (Orenco® internal splice box shown)
 - 9 Access riser
 - 10 Access lid
 - 11 Control panel not shown

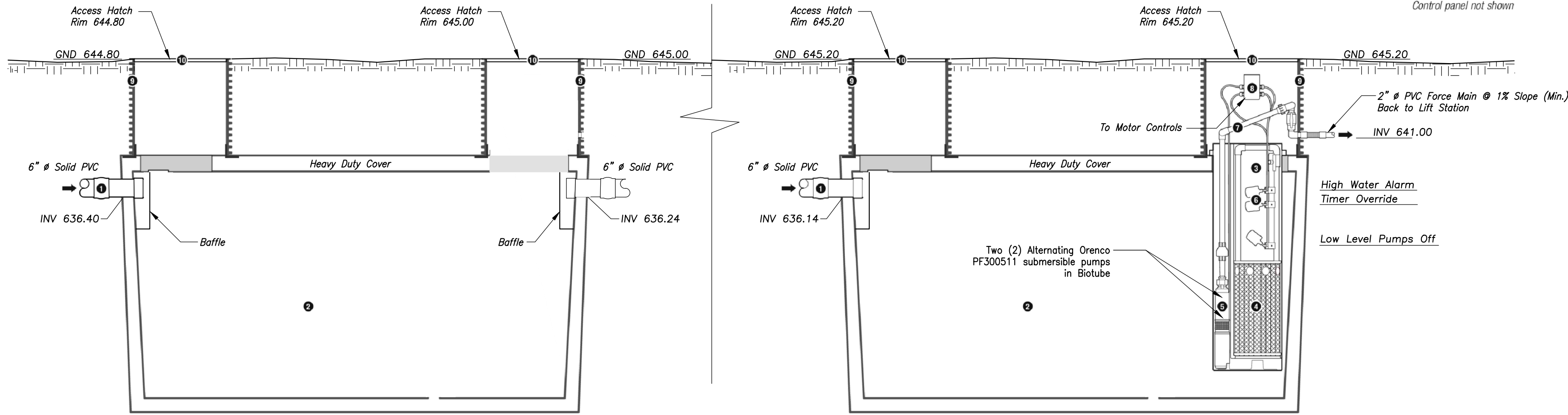


- NOTES:**
- Chimney Seals shall be installed on all Sanitary Sewerage System Manholes.
 - "CRETEX" External Seals are required. Other products or other design solutions shall require the approval of the Village Engineer.
 - Chimney Seals shall be installed in accordance with the manufacturer's instructions.

SANITARY MANHOLE CHIMNEY SEAL

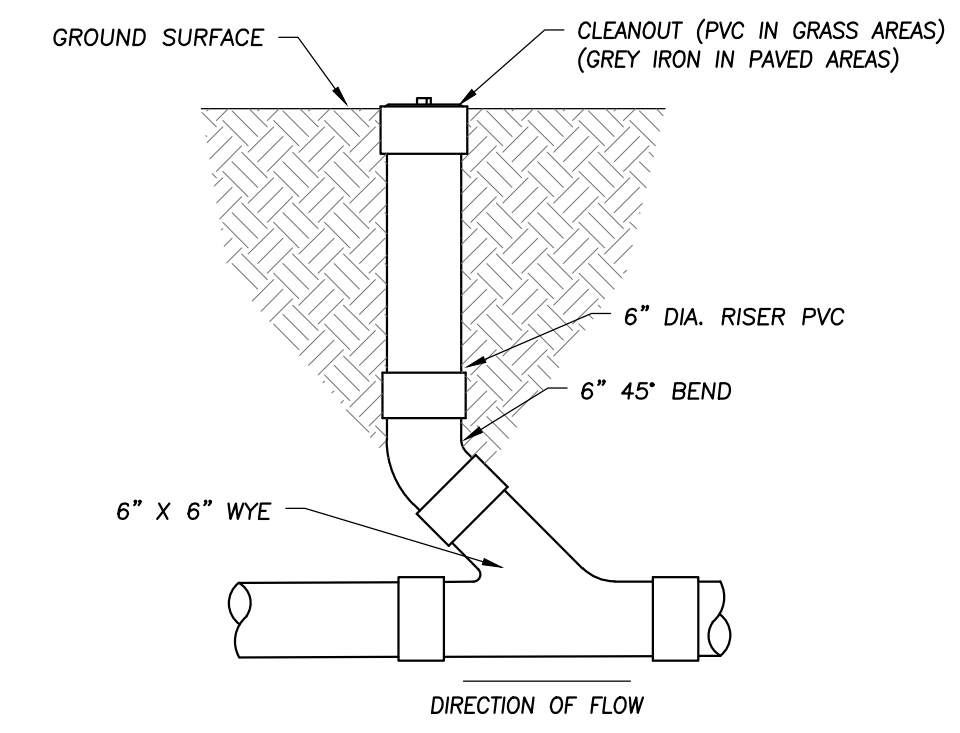


MANHOLE - 48"-60" DIA.



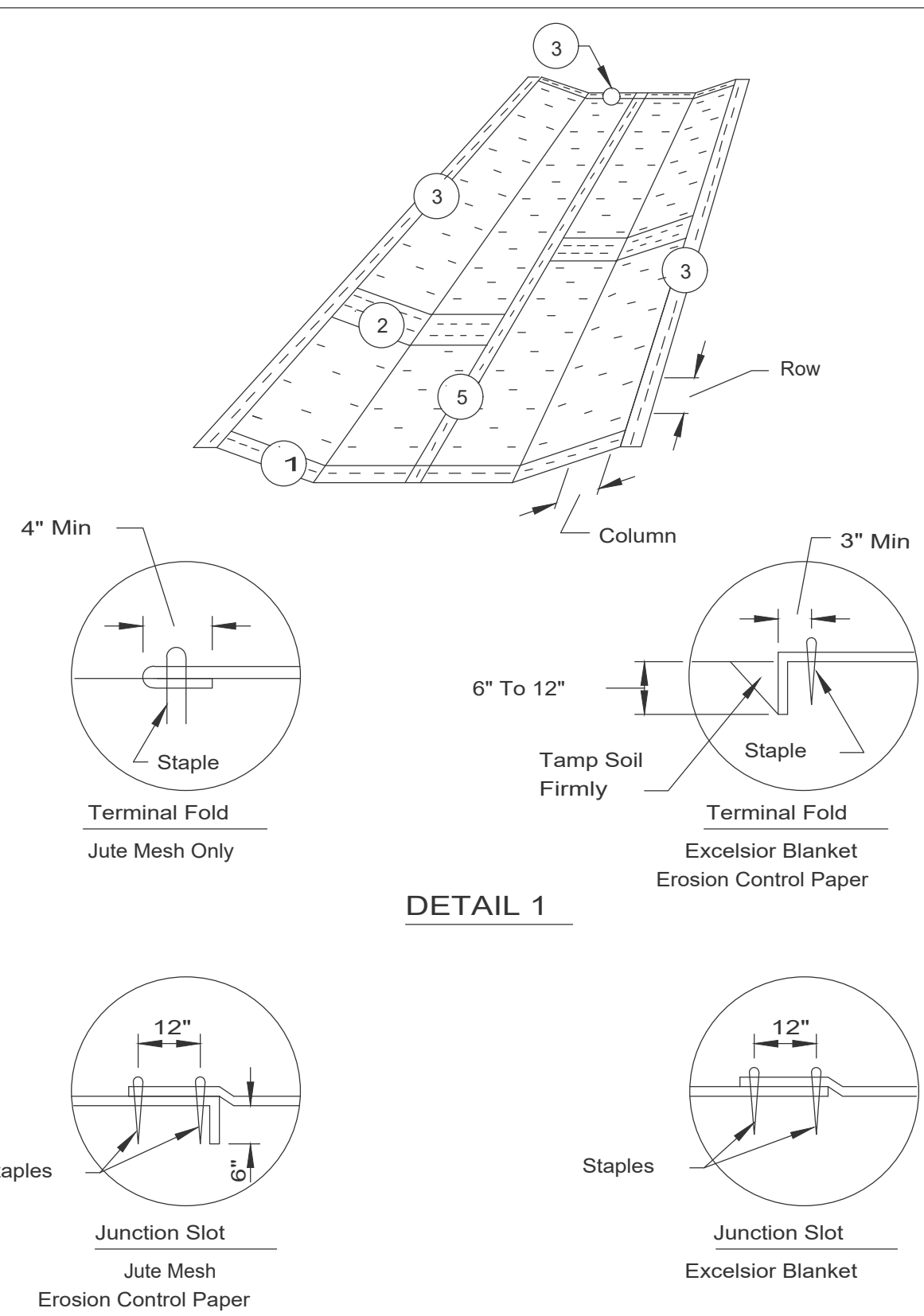
SCHEMATIC SEPTIC TANK PROFILE
(Not to Scale)

SCHEMATIC LIFT STATION PROFILE
(Not to Scale)



CLEANOUT

EROSION BLANKET PLAN

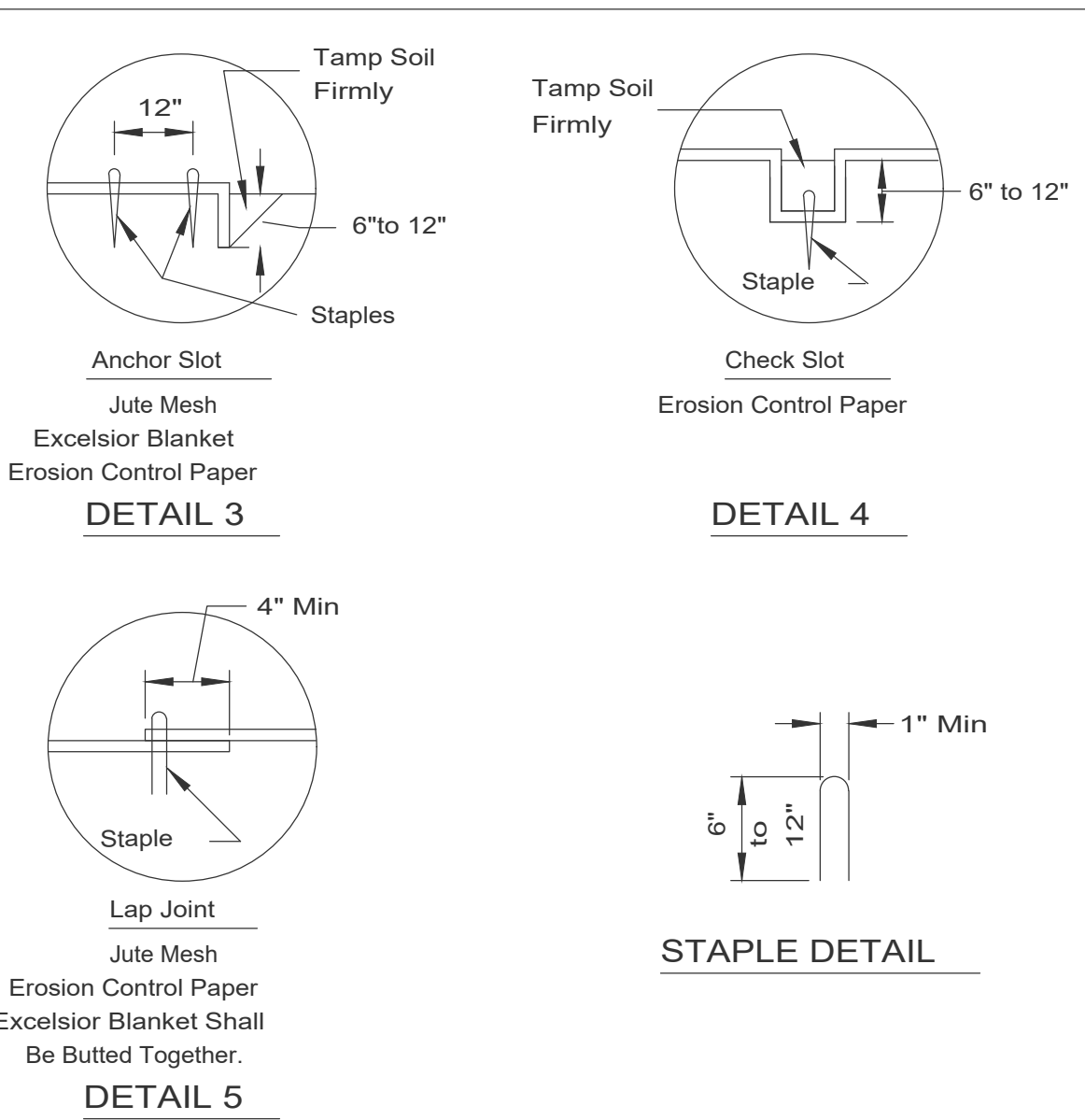


REFERENCE: Project _____ Date _____
Designed _____ Date _____
Checked _____ Date _____
Approved _____ Date _____

NRCS
Natural Resource Conservation Service

STANDARD DWG. NO. IL-530
SHEET 1 OF 2
DATE: 5-24-94

EROSION BLANKET PLAN

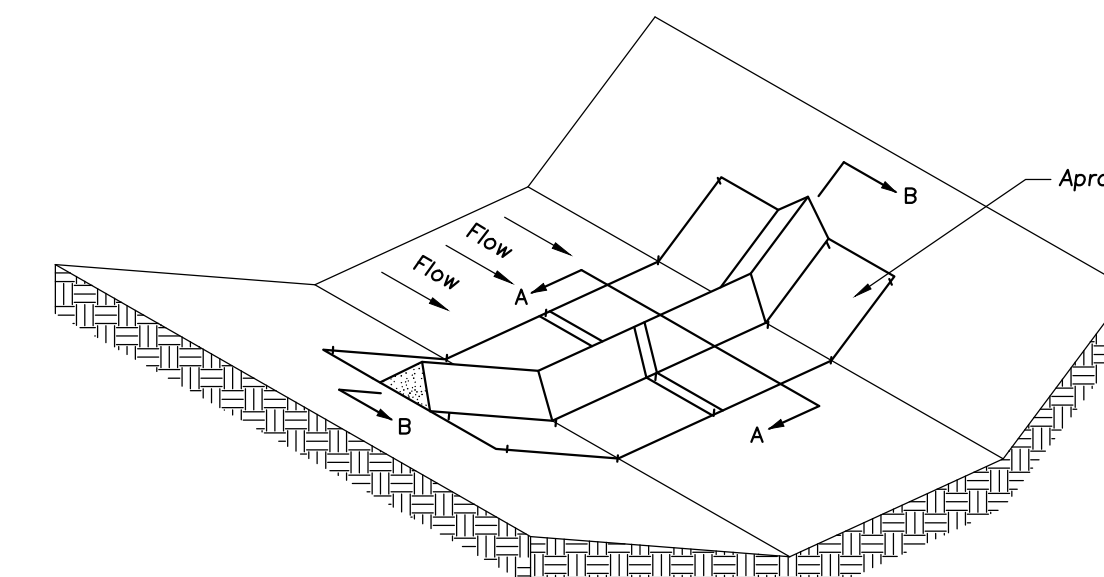


- NOTES:**
- On erosion control paper, check slots, in ditch channel shall be spaced so that one occurs within each 50' on slopes of more than 4% and less than 6%. On slopes of 6% or more, they shall be spaced so that one occurs within each 25'.
 - Staples are to be placed alternately, in columns approximately 2' apart and in rows approximately 3' apart. Approximately 175 staples are required per 4' x 225' roll of material and 125 staples are required per 4' x 150' roll of material.
 - Erosion control material shall be placed loosely over ground surface. Do not stretch.
 - All terminal ends and transverse laps shall be stapled at approximately 12" intervals.

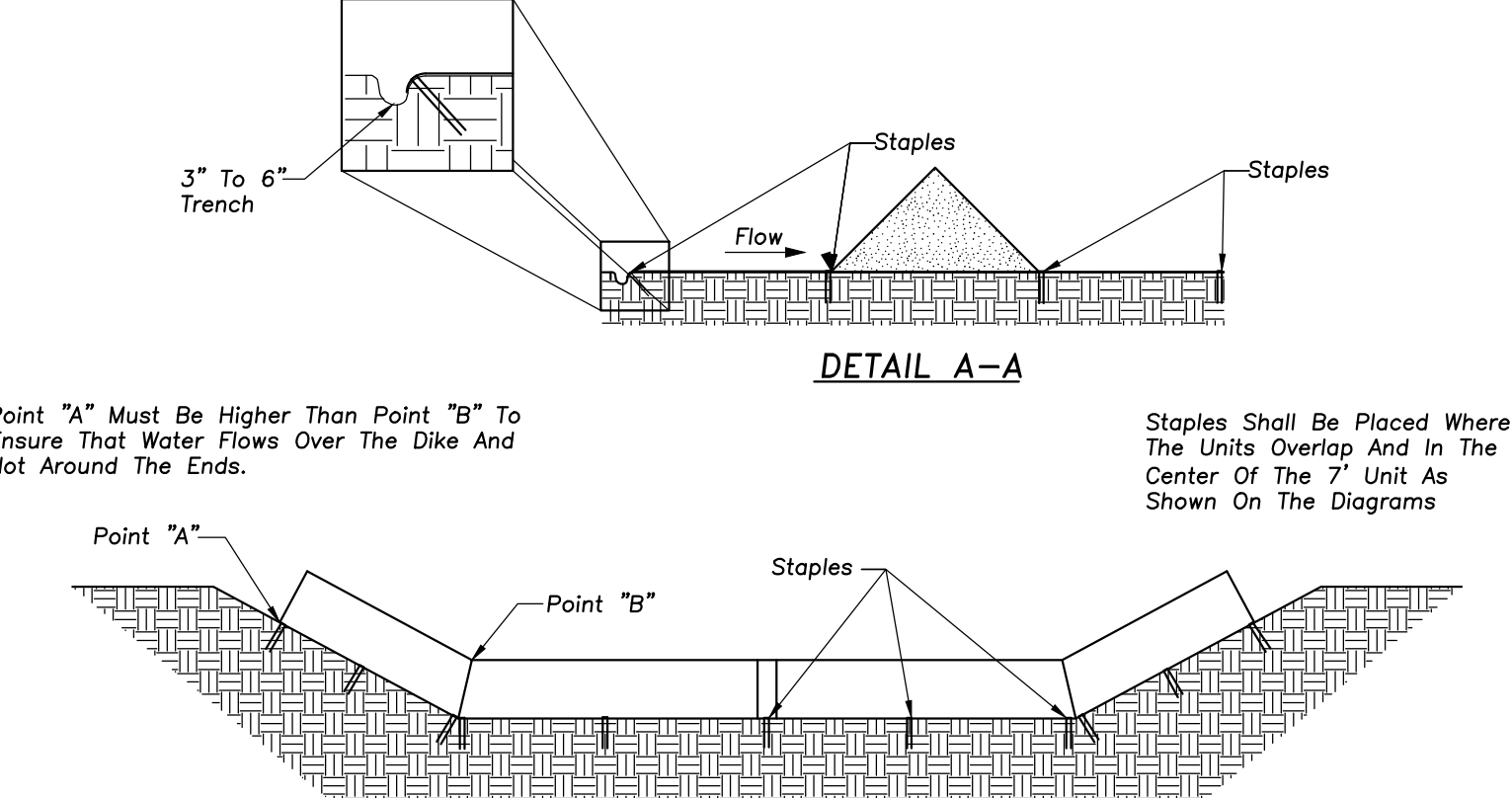
REFERENCE: Project _____ Date _____
Designed _____ Date _____
Checked _____ Date _____
Approved _____ Date _____

NRCS
Natural Resource Conservation Service

STANDARD DWG. NO. IL-530
SHEET 2 OF 2
DATE: 5-1-98

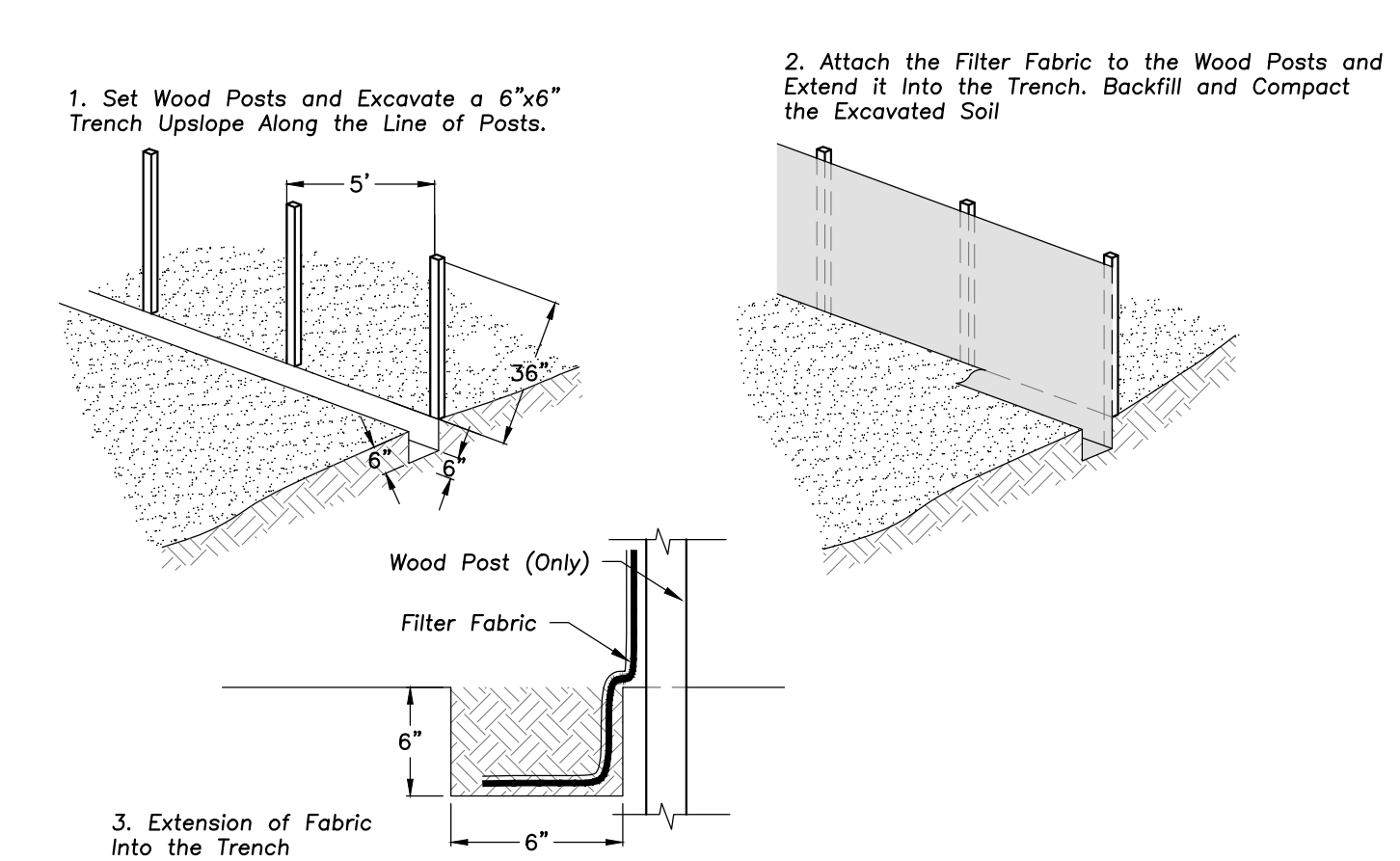


SILT DIKE UNIT CUT SECTION



- NOTES:**
- Temporary Silt Dikes shall be triangular-shaped, having a height of at least 8"-10" in the center with equal sides and a 16"-20" base. The triangular-shaped inner material shall be urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle 2'-3' feet. Standard length of each dike will be 7' unless otherwise indicated on the plans.
 - The Dikes shall be attached to the ground with Wire Staples. The Staples shall be No. 11 gauge wire and be at least 6"-8" inches long. Staples shall be placed as indicated on the installation detail.
 - The Contractor shall inspect all dikes after each rainfall event of at least 0.5 inches or greater. Any deficiencies or damage shall be repaired by the Contractor. Accumulated silt or debris shall be removed and relocated as directed by the Engineer. If the Dikes are damaged or inadvertently moved during the silt removal process, the contractor shall immediately replace Dikes after damage occurs.

TRIANGULAR SILT DIKE DITCH CHECK



SILT FENCE CONSTRUCTION (AASHTO 288-00)



Larson & Darby Group
Architecture Engineering Interiors

PROJECT MANUAL

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
PUTNAM COUNTY JUNIOR HIGH SCHOOL, MCNABB, ILLINOIS

PROJECT MANUAL

FOR

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
PUTNAM COUNTY JUNIOR HIGH SCHOOL, MCNABB, ILLINOIS

PROJECT NO.: 2025-199

DATE: March 30, 2026

BY:

LARSON & DARBY GROUP
4949 HARRISON AVENUE, SUITE 100
Illinois Design Firm Registration Number: 184-000280

ARCHITECTURE-ENGINEERING-INTERIORS
ROCKFORD, ILLINOIS 61108

Site and Civil Design: See seals and signatures on Civil drawings for the responsible design professional.

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

PROJECT MANUAL TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS

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00 31 32	Geotechnical Data
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JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

DOCUMENT 001116 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: JH WASTE TREATMENT PLANT & NEW SEPTIC SYSTEM.
 - 1. Project Location:
 - a. Putnam County Junior High School, 13183 N 350th Ave, McNabb, IL 61335.
- C. Owner: Putnam County Community Unit School District #535
- D. Project Description: Project consists of JH WASTE TREATMENT PLANT & NEW SEPTIC SYSTEM.
- E. Construction Contract: Bids will be received for the following Work:
 - 1. Lump Sum Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: April 16, 2026
 - 2. Bid Time: 10:30 a.m., local time.
 - 3. Location: District Office, 400 East Silverspoon, Granville, Illinois 61326
 - 4. Address bid package as follows:
 - Putnam County Community Unit School District #535
 - Attn: Dr. Clay Theisinger
 - "JH WASTE TREATMENT PLANT & NEW SEPTIC SYSTEM".
- B. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 10 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID CONFERENCE

- A. A prebid conference for all bidders will be held at Putnam County Junior High School, 13183 N 350th Ave, McNabb, IL 61335 on April 7, 2026 at 1:30 p.m., local time. Prospective bidders are requested but not required to attend.

1.5 DOCUMENTS

- A. Bid Documents: Bidders may obtain access to PDF copies of the Drawings and Project Manual after 3:00 p.m. on March 30, 2026 by contacting Larson & Darby at 815-484-0739 or DocumentAdmin@larsondarby.com.

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

- B. Documents will be provided to prime bidders only.
- C. Only complete sets of documents will be issued in digital format.

1.6 TIME OF COMPLETION

- A. Contractor to whom the Work of the Contract is awarded shall begin the Work on June 1, 2026 and shall achieve Substantial Completion by August 7, 2026.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.
 - 1. Bidder shall be in good standing as a vendor for the Putnam County Community Unit School District #535, including a minimum of five solid references for projects of similar scope and size over the past five years.

END OF DOCUMENT 001116

AIA® Document A701® – 2018

Instructions to Bidders

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

« JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM »
« Putnam County Community Unit School District #535 »
« McNabb, Illinois »

THE OWNER:
(Name, legal status, address, and other information)

« Putnam County Community Unit School District #535 » « »
« 402 East Silverspoon »
« Granville, Illinois 61326 »
« »

THE ARCHITECT:
(Name, legal status, address, and other information)

« Larson & Darby Group » « »
« 4949 Harrison Avenue, Suite 100 »
« Rockford, IL »
« 61108 »

TABLE OF ARTICLES

1	DEFINITIONS
2	BIDDER'S REPRESENTATIONS
3	BIDDING DOCUMENTS
4	BIDDING PROCEDURES
5	CONSIDERATION OF BIDS
6	POST-BID INFORMATION
7	PERFORMANCE BOND AND PAYMENT BOND
8	ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in the Agreement between Owner and Contractor.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

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

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

« »

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

« »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

« »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated in Document 00 11 16 – Invitation to Bid.

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 or as provided in Document 00 11 16 – Invitation to Bid will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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

Additions and Deletions Report for AIA® Document A701® – 2018

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 15:41:53 CDT on 03/30/2026.

Changes to original AIA text

PAGE 1

« JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM »

« Putnam County Community Unit School District #535»

« McNabb, Illinois»

« Putnam County Community Unit School District #535 »« »

« 402 East Silverspoon »

« Granville, Illinois 61326 »

« »

« Larson & Darby Group »« »

« 4949 Harrison Avenue, Suite 100 »

« Rockford, IL »

« 61108 »

- 1—— DEFINITIONS**
- 2—— BIDDER'S REPRESENTATIONS**
- 3—— BIDDING DOCUMENTS**
- 4—— BIDDING PROCEDURES**
- 5—— CONSIDERATION OF BIDS**
- 6—— POST-BID INFORMATION**
- 7—— PERFORMANCE BOND AND PAYMENT BOND**
- 8—— ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions the Agreement between Owner and Contractor.

- .1—the Bidder has read and understands the Bidding Documents;
- .2—the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3—the Bid complies with the Bidding Documents;
- .4—the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5—the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6—the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

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§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, ~~beginning days beginning~~ « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3.1 A Bidder shall submit its Bid as indicated ~~below:~~ in Document 00 11 16 – Invitation to Bid.

« »

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 or as provided in Document 00 11 16 – Invitation to Bid will not be accepted.

« »

PAGE 6

- .1— a designation of the Work to be performed with the Bidder's own forces;
- .2— names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3— names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.



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ARTICLE 8 — ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

~~§ 8.1~~ Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- ~~.1— AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)~~
- ~~.2— AIA Document A101™ 2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)~~
- ~~.3— AIA Document A201™ 2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)~~
- ~~.4— Building Information Modeling Exhibit, if completed:~~
- ~~.5— Drawings~~
- ~~.6— Specifications~~
- ~~.7— Addenda:~~
- ~~.8— Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~
 - ~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)~~
 - ~~The Sustainability Plan:~~
 - ~~Supplementary and other Conditions of the Contract:~~
- ~~.9— Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)~~

Variable Information



SUBSTITUTION REQUEST

(During the Bidding/Negotiating Stage)

Project: _____ Substitution Request Number: _____

From: _____

To: _____ Date: _____

A/E Project Number: _____

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

DOCUMENT 00 31 32 – GEOTECHNICAL DATA

1 GENERAL

1.1 DESCRIPTION

- A. A special sub-surface soil investigation for the project site has been made.
- B. The logs of the borings and the report are not a part of the Contract Documents. They are issued herein for reference only and are for the guidance of the Contractor as to what soil and water conditions may be expected at the site.
- C. Soil boring data is not guaranteed as representing all conditions that may be encountered. Each Bidder is cautioned that it is his responsibility to examine the logs of the borings and the site and to produce additional information if necessary.
- D. The Owner will not assume responsibility for variations of soil and water conditions at locations other than the places shown and at the time the borings were made.

1.2 SUB-SURFACE INVESTIGATION REPORT

- A. Refer to accompanying report submitted by A & E Soil Consultants, LLC, dated September 16, 2025.

End of Section 00 31 32 – Geotechnical Data

SUB-SURFACE SOIL REPORT FOLLOWS

Soil Evaluation Report

in accordance with 77 Illinois Admin. Code, Chapter 1, Section 905, Subsection r

Report Prepared For:		Evaluation No: 25-369	Date: 9/16/2025
Name/Address/City, State & Zip:		Property Owner:	
Putnam County Schools			
13183 N 350th Avenue			
McNabb, IL 61335			
Location of Site:			
County	Putnam	Soil Map	20
Township Name	East Magnolia	Section	15
13183 N 350th Avenue		T	31N
McNabb		R	1W
Legal Description or Address			
BUILDING SITE CHARACTERISTICS			
Boring Sites Selected By:	Contractor	A&E Soil Consultants	Other
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
System:	New	Replacement:	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Type of Establishment:	Residence	Commercial	Other
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Remarks:			

This soil investigation was for the repair/replacement of an existing septic system servicing a school building. A school representative was present and indicated the general open grassy area southeast of the school building as the preferred location for the soil borings and new septic system leach field. A&E located, cored, and described three soil borings accordingly.

There are no major limitations in the Tama soils at this location for a properly designed, constructed, and maintained septic system.

Soil Properties Summary								
Boring #	Soil Name	Map Unit	Design Group	Most Limiting Loading Rate Within 60 inches	Sq. Ft. / Bedroom	Seasonal Saturation	Permeability Limitation Depth	
1	Tama	36B	6E & 5L	.52 low moderate	385	>67"	N/A	
2	Tama	36B	6E & 5L	.52 low moderate	385	>72"	N/A	
3	Tama	36B	6E & 5L	.52 low moderate	385	>63"	N/A	

Detailed Soil Description-Test Site No. 1							
Depth	Matrix Color	Texture	Mottles and Coatings	Structure Shape/Class	Moist Consistency	Permeability & Loading Rate GPD/ft2	Notes
0-20"	10YR2/2 & 10YR3/2	silt loam	-	weak fine subangular blocky	friable	.69 high moderate	Surface Layers
20-30"	10YR5/4	silty clay loam	10YR4/4	moderate medium subangular blocky	friable	.62 moderate	
30-51"	10YR5/4	silty clay loam	10YR4/4	moderate medium prismatic	firm	.52 low moderate	
51-67"	10YR5/4	silt loam	7.5YR5/6 & 10YR5/3	massive	friable	.52 low moderate	

Most Limiting Layer:	None	Seasonal Saturation:	>67"	Permeability:	N/A
Probable Soil Type:	Tama 36B	Soil Group:	6E & 5L	Slope:	4%SSE
Probable Drainage Class:	Well Drained	Compaction:	None	Depth:	N/A

Remarks:

Detailed Soil Description-Test Site No. 2							Evaluation No:	25-369
Depth	Matrix Color	Texture	Mottles and Coatings	Structure Shape/Class	Moist Consistency	Permeability & Loading Rate GPD/ft2	Notes	
0-21"	10YR2/2 & 10YR3/2	silt loam	-	weak fine & medium subangular blocky	friable	.69 high moderate	Surface Layers	
21-28"	10YR5/4	silty clay loam	10YR4/4	moderate medium subangular blocky	friable	.62 moderate		
28-52"	10YR5/4	silty clay loam	10YR4/4	moderate medium prismatic	firm	.52 low moderate		
52-72"	10YR5/4	silt loam	-	massive	friable	.52 low moderate		
Most Limiting Layer:		None		Seasonal Saturation:		>72"	Permeability: N/A	
Probable Soil Type:		Tama	36B	Soil Group:		6E & 5L	Slope: 4%SSW	
Probable Drainage Class:		Well Drained		Compaction:		None	Depth: N/A	
Remarks:								
Detailed Soil Description-Test Site No. 3								
Depth	Matrix Color	Texture	Mottles and Coatings	Structure Shape/Class	Moist Consistency	Permeability & Loading Rate GPD/ft2	Notes	
0-16"	10YR2/2 & 10YR3/2	silt loam	-	weak fine subangular blocky	friable	.69 high moderate	Surface Layers	
16-27"	10YR5/4	silty clay loam	10YR4/4	moderate medium subangular blocky	friable	.62 moderate		
27-41"	10YR5/4	silty clay loam	10YR4/4	moderate medium prismatic	firm	.52 low moderate		
41-63"	10YR5/4	silt loam	-	massive	friable	.52 low moderate		
Most Limiting Layer:		None		Seasonal Saturation:		>63"	Permeability: N/A	
Probable Soil Type:		Tama	36B	Soil Group:		6E & 5L	Slope: 5%SSE	
Probable Drainage Class:		Well Drained		Compaction:		None	Depth: N/A	
Remarks:								

Location Of Boring Sites:

Evaluation No: 25-369



Notice: This report is prepared for the exclusive use of the person requesting this evaluation. They shall be solely responsible for supplying copies to all other persons / agencies requiring information. Soil descriptions are prepared from Clement's 0.8 inch or larger soil cores taken to the required depth of five feet. All color notations use the Munsell Color System.

The person preparing this report assumes no responsibility for the use of all or part of this report in a manner which alters, distorts or otherwise misrepresents the information in the evaluation report.

Installers are responsible for notifying ALL UTILITIES prior to commencing construction to avoid possible damage to or injury from facilities that may not be apparent on the surface of the site. The contractor / installer of the septic system is responsible for compliance with applicable State and County Codes pertaining to the construction, design and placement of the system.

Information contained in this report applies to the soil conditions identified at the time of this survey and at the location shown on the map above. The owner / builder is responsible for protecting this site from soil disturbing activities until such time as the private waste disposal system is being constructed. Further testing should be done if the septic system is not located within the soil boring area or if soil disturbing activities have been carried out since the tests were done.

A&E Soil Consultants LLC does not warrant the operation or proper functioning of installed private waste disposal systems for any period of time.

Report Prepared By:

Joshua S. Elmer
A & E Soil Consultants, LLC



PO Box 256
Geneseo, IL 61254
(309) 945-9090

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

A. Bidder: _____.

1.2 CERTIFICATIONS AND BASE BID

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Larson & Darby Group and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

- | | |
|------------------------------------|--------------|
| 1. Base Bid = | \$ _____ |
| 2. General Contingency Allowance = | \$ 10,000.00 |
| 3. Total Bid Amount = | \$ _____ |

1.3 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above:

1. _____ Dollars (\$_____).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

A. The Undersigned Bidder states that if awarded the Contract it shall commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and achieve Substantial Completion of the Work in accord with the Contract by August 8th, 2026.

1.5 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Granville and McNabb, Illinois, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 2026
- B. Submitted By _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witness By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip _____.
- L. Phone: _____.
- M. License No.: _____.
- N. Federal ID No.: _____ (Affix Corporate Seal Here).

1.8 BIDDER'S RESPONSIBILITY INFORMATION

- A. Information required to be submitted with bid to facilitate application of Bidder Responsibility Criteria:
 - 1. Date of establishment of current form of business organization:

 - 2. Type of current form of business organization:

 - 3. State of registration of current form of business organization:

 - 4. Name of bidder's project manager, with experience summary:

 - 5. Identification of projects which meet the requirements. Use Attachment 1 as the form on which to provide this information.

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

6. Enclose with this form independently prepared financial reports for the two consecutive, most recently available years.
7. Case, caption, number and court for any bankruptcy, receivership or similar proceeding involving the bidder other than solely as a claimant:

8. List contracts terminated by Owner for non-performance within the past five years of this project's bid date, and the name, address and telephone number of Owner's representative under all such contracts:

9. List contracts on which a claim against the bidder's bond was made within the past five years of this project's bid date, and the name, address and telephone number of Owner's representative under all such contracts.

10. Enclose with this form a list of references and project names of all projects. The references must include the names of contact person who are or were officials representing the Owner who are familiar with the Bidder's performance.

THIS FORM MUST BE SUBMITTED WITH BID

ATTACHMENT 1 TO BIDDER'S RESPONSIBILITY INFORMATION

Identification of projects which meet the requirements. Fill out one sheet for each project. Duplicate as necessary:

Name of Project _____

Contract price as bid: \$ _____

Final contract price: \$ _____

Contract start date: _____

Contract completion date: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Identification of change orders which increased contract price or completion date which were due to the material fault of the Bidder.

Identification of any litigation, mediation or arbitration in which the bidder is or was a party, including the case caption, number and court, mediator or arbitrator and reasons for bidder's involvement:

Identification of claims on the Bidder's bond by Owner, subcontractor or others which were due to the material fault of the Bidder.

Identification of mechanic's liens filed against the Owner and reasons for liens:

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

Name, address and telephone number of Owner's representative:

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

THIS FORM MUST BE SUBMITTED WITH BID

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT (Contractors With 25 or More Employees)

1.1 CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

A. _____, having 25 or more employees, does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

By Authorized Agent

Date

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2026.

NOTARY PUBLIC

CERTIFICATE REGARDING SEXUAL HARRASSMENT POLICY

1.1 CERTIFICATE REGARDING SEXUAL HARRASSMENT POLICY

A. _____, [contractor], does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that [he, she, it] has a written sexual harassment policy that includes, at a minimum, the following information: (i.) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

By Authorized Agent

Date

SUBSCRIBED and SWORN TO before me

This _____ day of _____, 2026.

NOTARY PUBLIC

END OF DOCUMENT 00 41 13

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

DOCUMENT 00 45 19 – NON-COLLUSION AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

(If an Individual)

Signature of Bidder _____ (Seal)

Business Address _____

.....
(If a Partnership)

Firm Name _____ (Seal)

By _____

Business Addresses (_____)

of all Partners (_____)

of the Firm (_____)

.....
(If a Corporation)

Corporate Name _____

By _____

Business Address _____

(Corporate Seal)

Name of Officers: (President) _____

(Secretary) _____

Attest: _____ (Treasurer)

(Secretary)

.....
Name of Bidder _____ Date _____

END OF DOCUMENT 00 45 19

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

DOCUMENT 00 45 48 – BIDDER ELIGIBILITY CERTIFICATE

1.1 BIDDER ELIGIBILITY CERTIFICATE

- A. 720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.
- B. The following certification must be completed, signed and submitted with the Bidder's Form of Proposal. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, (Firm name of Contractor) as part of its bid on a contract for

HIGH SCHOOL MEDIA CENTER EXTERIOR WALL ALTERATION
PUTNAM COUNTY SCHOOL DISTRICT #535
GRANVILLE, ILLINOIS

certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

Firm Name: _____

By: _____ (Typed or printed name)

(Authorized Agent of Contractor)

(Signature)

(Title)

Subscribed and sworn to

before me on this ___ day

of _____, 2025

(Notary Public)

END OF DOCUMENT 00 45 48

DOCUMENT 00 46 46 – CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

1.1 CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

- A. Contractor hereby represents, warrants and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit “Criminal Code of 1961,” 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual Assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse) and/or those offenses defined in the “Cannabis Control Act,” 720 ILCS, 550/1 et. seq. (except the “Illinois Controlled Substances Act,” 720 ILCS 570/100 et. seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written “Authorization for Criminal Background Information” form authorizing the Board of Education, Putnam County Community Unit School District #535 to request a fingerprint-based criminal background investigation of said applicant pursuant to State of Illinois statutes and to receive criminal record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor shall incur any costs and expenses associated with the fingerprint-based criminal background investigation. Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students. This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

By: _____

Its: _____

Dated: _____

END OF DOCUMENT 00 46 46

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

DOCUMENT 00 46 47 – AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATIONS

1.1 AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION INFORMATION

A. The undersigned hereby authorizes the Board of Education, Putnam County Community Unit School District #535, Illinois to request a fingerprint-based criminal background investigation from the Illinois State Police, pursuant to State of Illinois statutes and to receive criminal history record information pursuant thereto.

B. By: _____
(Printed/Typed Name of Applicant Employee)

C. By: _____
(Signature of Applicant Employee)

D. Dated: _____

E. NOTE: SIGNATURE NOT REQUIRED FOR SUBMITTAL WITH BID. THIS IS THE FORM REFERRED TO IN DOCUMENT 00 46 46 FOR USE WITH EMPLOYMENT APPLICATIONS.

END OF DOCUMENT 00 46 47

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

« JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
Putnam County Community Unit School District #535 »
« McNabb, Illinois »

THE OWNER:
(Name, legal status and address)

« Putnam County Community Unit School District #535 »
« 402 East Silverspoon »
« Granville, Illinois 61326 »

THE ARCHITECT:
(Name, legal status and address)

« Larson & Darby Group, Inc.
« 4949 Harrison Avenue, Suite 100
« Rockford, Illinois 61108

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ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™-2017, Guide for Supplementary Conditions.

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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 or proposal 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. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 THE PROJECT MANUAL

1.1.9.1 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.10 The term "product" means materials, devices, systems, and equipment as applicable.

§ 1.1.11 The term "provide" means furnish and completely install in place.

§ 1.1.12 In all cases whether products are referred to as singular or plural, such reference shall mean as many such products as are required to complete the Work.

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 In event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 The Agreement.
- .2 Addenda, with those of later date having precedence over those of earlier date.
- .3 The Supplementary Conditions.
- .4 General Conditions of the Contract for Construction.
- .5 Drawings and Specifications.

§ 1.2.1.2 In case of an inconsistency between Drawings and the Specifications, or within or among the Contract Documents and not clarified by addendum, the Contractor shall be deemed to have bid upon, and agreed to provide, the greater quantity or higher quality of Work.

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

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

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

§ 1.3 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.

§ 1.4.1 All statements in the Contract Documents are requirements for the Contractor unless another person or entity is specifically identified. The fact that the words "Contractor shall" are absent from one statement and appear in another is not intended to affect the interpretation of either statement.

§ 1.4.2 All details and notes on the Drawings shall be considered to be typical and what is shown or noted in one instance shall apply to all similar and related instances, whether or not the detail or note is repeated.

§ 1.4.3 Should there be a discrepancy or a question of intent, refer matter to Architect for decision before ordering any equipment or materials, and before starting any related work.

§ 1.4.4 The Drawings are diagrammatic and shall be followed as closely as actual construction of building and work of each trade will permit. All changes from Drawings necessary to make work of each trade conform to building construction and work of other trades shall be done at appropriate trade's expense.

§ 1.4.5 Items and accessories or devices reasonably inferable as necessary to complete the installation and operation of any system shall be provided by Contractor for such system whether or not specifically called for by

specifications or Drawings.

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 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.

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

§ 2.3.6 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.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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.

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

§ 3.2.3.1 Install Work in locations shown on Drawings, unless Project conditions require rearrangement.

§ 3.2.3.2 Prepare coordination drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain Architect's review before proceeding.

§ 3.2.3.3 Architect may change location of any equipment 5' in any direction and may change location of any piping, ductwork, conduit, etc. 10' in any direction without additional cost to Owner, provided such changes are made before installation.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations

of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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.

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

3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that it will provide the same warranty for the substitution as it would have provided for the product specified;
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

§ 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

§ 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 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.

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

§ 3.6 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.

3.6.1 According to Tax Rule #40-Illinois Retailer's Occupational and Use Tax (Sales Tax), building materials purchased for incorporation into this project are exempt from the Sales Tax and therefore said tax shall not be included in bid amounts. The Owner shall furnish the Contractor(s) with the required Tax Exemption Number upon signing of Contracts.

§ 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.

§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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.

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

§ 3.10.3 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect 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.

3.12.6.1 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one resubmittal. The Owner will obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

§ 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 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 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 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.

§ 3.18.3 In the event any party is requested but refuses to honor the indemnity obligations here under, the party indemnifying shall in addition to all other obligations, pay the cost of bringing such action, including attorney's fee, to the party requesting indemnity.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 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.

§ 4.2 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.

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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.

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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, ten percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractors, five _____ percent of the amount due the Subcontractors.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, ten percent of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's Subsubcontractors, five percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

§ 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the 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 7.3.4 shall be limited to the following:

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the 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.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the

Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

§ 8.1.4 The term "day" as used in the Contract Documents shall mean working day, excluding weekends and legal holidays.

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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

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

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

§ 9.2 Schedule of Values

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

§ 9.2.1 The Contractor shall submit a sworn statement of persons furnishing material and labor before any payments will be made to the Contractor.

9.2.2 If the Contractor intends to request payment for stored materials in accordance with paragraph 9.3.2, the Schedule of Values shall so state.

§ 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

§ 9.3.1.3 Once each month the Contractor shall make an application for partial payment to the Owner.

§ 9.3.1.4 The form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703. Continuation Sheet and accompanied by forms "Sworn Statement for Contractor and Subcontractor" and "Waiver of Lien".

§ 9.3.1.5 The first application for payment shall be accompanied by the Contractor's partial waiver of Lien for the amount requested. Each subsequent monthly application for payment shall be accompanied by the Contractor's partial waiver and by Subcontractors' and Suppliers' waivers for the amounts included in the previous month's pay request.

§ 9.3.1.6 The final application for payment shall be accompanied by the final waivers of lien from the Contractor and from Subcontractors and Suppliers who have not already furnished final waivers.

§ 9.3.1.7 Initial application for payment by the Contractor may be made upon contract signing to cover expenses related to pre-construction activities, including:

Applicable Bonds and Insurance

Permits, Fees and Notices

Construction Facilities and Temporary Controls which include:

Mobilization

Temporary Utilities

Temporary Construction

Construction Aids

Barriers

Access Roads and Parking Areas

Temporary Environmental Control

Project Identification and Signs

Field Offices and Sheds

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payment for materials stored on or off the site shall not include overhead and profit.

9.3.2.1 Payment for materials stored on-site is subject to the prior, explicit, written approval by the Owner, and to conditions including but not limited to the following:

9.3.2.1.1 Materials shall be stored in a secure location that protects the materials from theft and from adverse effects of hot and cold conditions, and adverse effects of weather, humidity, and damp or wet floors.

9.3.2.1.2 Materials shall be stored and arranged in accordance with manufacturer's recommendations and industry standards.

9.3.2.1.3 Contractor shall provide a printed inventory log to the Owner verifying that the stored material meets the quality and quantity requirements of the Contract Documents.

9.3.2.1.4 Materials stored on-site for more than 30 days prior to being incorporated into the building shall not be eligible for payment.

9.3.2.1.5 Warranty on stored materials shall not commence until date of Substantial Completion.

9.3.2.2 Payment for materials stored off-site is subject to the prior, explicit, written approval by the Owner, and to conditions including but not limited to the following:

9.3.2.2.1 Materials shall be stored in the Contractor's or Subcontractor's warehouse, not at a supply house.

9.3.2.2.2 Materials shall be fully fabricated and tagged with the name of the Project and the name of the Owner.

9.3.2.2.3 Bill of sale shall be to the Owner, not to the Contractor or Subcontractor.

9.3.2.2.4 Warranty on stored materials shall not commence until date of Substantial Completion.

§ 9.3.2.3 All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor

is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

§ 9.5.4 If the Architect 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 supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application 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.

§ 9.6.1.1 Once each month the Owner will make a partial payment to the Contractor on the basis of the approved application for payment.

§ 9.6.1.2 Until the contract is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments.

9.6.1.3 . When the contract is 50 percent complete, retainage withheld shall be reduced so that no more than 5 percent is held. After the contract is 50 percent complete, 5 percent of the amount of any subsequent payments will be held as retainage.

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

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

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

§ 9.6.7 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 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' 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 shutdown, 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.

§ 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.

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor 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.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the 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, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

§ 10.2.5 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or 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, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor 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 by the amount of the Contractor's reasonable additional costs of shutdown, 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.

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

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

§ 10.3.6 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 reimburse 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 Insurance and Bonds

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

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.1.5 **Contractor's Liability Insurance:** 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, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, or persons or entities excluded by statute from the requirements of Clause 11.1.5.1 but required by the Contract Documents to provide the insurance required by that Clause;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - .1 Premises Operations (including X, C and U coverages as applicable).
 - .2 Independent Contractor's Protective.
 - .3 Products and Completed Operations to be maintained for 3 years after final payment.
 - .4 Personal Injury Liability with Employment Exclusion deleted.
 - .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - .6 Owned, non-owned and hired motor vehicles.
 - .7 Broad Form Property Damage including Completed Operations.

- .10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

§ 11.1.6 The insurance required by Section 11.1.5 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.

§ 11.1.6.1 The insurance required by Subparagraph 11.5.1 shall be written for not less than the following limits, or greater if required by law:

Comprehensive or Commercial General Liability:

General aggregate	\$ 2,000,000
Products – Completed	
Operations aggregate	\$ 2,000,000
Each occurrence	\$ 1,000,000
Fire damage – any 1 fire	\$ 50,000
Medical expense – any 1 person	\$ 5,000

Contractual Liability

Property Damage, each occurrence	\$ 1,000,000
Property Damage, aggregate	\$ 2,000,000
Personal Injury, Employment	
Exclusion deleted	\$ 1,000,000

Automobile Liability: (including owner, non-owned and hired vehicles and loading and unloading thereof):

Combined single limit Bodily Injury & Property Damage	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

Umbrella Excess Liability: In addition to the insurance coverages set forth above, the Contractor shall maintain an umbrella/excess liability policy for the same hazards as covered under the primary policies, including any special requirements.

Over primary insurance	\$3,000,000
Aggregate	\$3,000,000
Workman's Compensation:	Statutory
Employer's Liability:	
Each accident	\$ 500,000
Disease, policy limit	\$ 500,000
Disease, each employee	\$ 500,000

§ 11.1.6.2 Owner will require the Contractor to obtain and maintain Commercial General Liability Insurance with Broad Form Property Damage coverage and contractual liability endorsement insuring the indemnity required of the Contractor. The indemnities will be named as additional insureds on the Contractor's Commercial General Liability policy. The additional insured endorsement included on the Contractor's Commercial General Liability policy will provide the following: (1) that the coverage afforded the additional insureds will be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of the contractor; (2) that if the additional insureds have other insurance which is applicable to the loss, such other insurance will be an excess or contingent basis; (3) that the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance; and (4) that the additional insureds will be given not less than 30 days prior written notice of any cancellation thereof. Certificates of insurance evidencing the foregoing will be issued to the Architect.

§ 11.1.6.3 Furthermore, in claims by an employee of the Contractor, subcontractor(s), or anyone directly or indirectly employed by them or anyone for whose acts may be liable, contribution liability under the Illinois Contribution Among Joint Tortfeasors Act shall not be limited, reduced, abridged or negated in any way or to any extent by virtue of any payment or payments made pursuant to the Illinois Worker's compensation Act or similar Act; in this regard, and only with respect to Owner, Architect, Architect's Consultants, and their respective agents and employees, contractor waives its right to assert the exclusive remedy provisions of the Illinois Worker's Compensation Act or other similar Act and waives the benefit of any case law imposing any limitation on Contractor's contribution liability by virtues of benefits paid to any employee under the Workman's Compensation Act, Disability Act or other employee benefit Act.

§ 11.1.6.4 The Contractor shall name the Indemnities, including, but not limited to, the Owner, Architect, Architect's Consultants and agents and employees of any of them, as additional insureds under the Contractor's Comprehensive General Liability Policy. The additional insured endorsement included on the Contractor's Comprehensive General Liability Policy shall state that coverage is afforded the additional insureds with respect to claims arising out of ongoing and completed 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 insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

§ 11.1.6.5 The Contractor shall submit completed Form CG-2010 and CG-2037 to verify endorsement of coverage of additional insureds.

§ 11.1.7 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. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of Insurance 25-S.

§ 11.1.8 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 Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

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

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

shall not relieve the Owner of any contractual obligation to provide required insurance.\

§ 11.2.4 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.

§ 11.2.4.1 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.

§ 11.2.4.2 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.

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

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

§ 11.2.4.5 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.

§ 11.2.5 BOILER AND MACHINERY INSURANCE

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

§ 11.2.6 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.

§ 11.2.7 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.

§ 11.2.8 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision

that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

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

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

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, the Contractor shall be entitled to an equitable adjustment to

the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

§ 13.4.5 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.

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the 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 reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the 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 under 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.

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, 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 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 those of the Owner and Contractor under this Agreement.

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Changes to original AIA text

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« JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM

Putnam County Community Unit School District #535»

«McNabb, Illinois»

« Putnam County Community Unit School District #535 »

« 402 East Silverspoon »

« Granville, Illinois 61326 »

«Larson & Darby Group, Inc.

«4949 Harrison Avenue, Suite 100

«Rockford, Illinois 61108

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2— OWNER

3— CONTRACTOR

4— ARCHITECT

5— SUBCONTRACTORS

6— CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7— CHANGES IN THE WORK

8— TIME

9— PAYMENTS AND COMPLETION

10— PROTECTION OF PERSONS AND PROPERTY

11— INSURANCE AND BONDS

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§ 1.1.9 THE PROJECT MANUAL

1.1.9.1 The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.10 The term “product” means materials, devices, systems, and equipment as applicable.

§ 1.1.11 The term “provide” means furnish and completely install in place.

§ 1.1.12 In all cases whether products are referred to as singular or plural, such reference shall mean as many such products as are required to complete the Work.

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§ 1.2.1.1 In event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 The Agreement.
- .2 Addenda, with those of later date having precedence over those of earlier date.
- .3 The Supplementary Conditions.
- .4 General Conditions of the Contract for Construction.
- .5 Drawings and Specifications.

§ 1.2.1.2 In case of an inconsistency between Drawings and the Specifications, or within or among the Contract Documents and not clarified by addendum, the Contractor shall be deemed to have bid upon, and agreed to provide, the greater quantity or higher quality of Work.

§ 1.4.1 All statements in the Contract Documents are requirements for the Contractor unless another person or entity is specifically identified. The fact that the words “Contractor shall” are absent from one statement and appear in another is not intended to affect the interpretation of either statement.

§ 1.4.2 All details and notes on the Drawings shall be considered to be typical and what is shown or noted in one instance shall apply to all similar and related instances, whether or not the detail or note is repeated.

§ 1.4.3 Should there be a discrepancy or a question of intent, refer matter to Architect for decision before ordering any equipment or materials, and before starting any related work.

§ 1.4.4 The Drawings are diagrammatic and shall be followed as closely as actual construction of building and work of each trade will permit. All changes from Drawings necessary to make work of each trade conform to building construction and work of other trades shall be done at appropriate trade's expense.

§ 1.4.5 Items and accessories or devices reasonably inferable as necessary to complete the installation and operation of any system shall be provided by Contractor for such system whether or not specifically called for by specifications or Drawings.

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

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

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§ 3.2.3.1 Install Work in locations shown on Drawings, unless Project conditions require rearrangement.

§ 3.2.3.2 Prepare coordination drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain Architect's review before proceeding.

§ 3.2.3.3 Architect may change location of any equipment 5' in any direction and may change location of any piping, ductwork, conduit, etc. 10' in any direction without additional cost to Owner, provided such changes are made before installation.

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3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

.1 represents that it has personally investigated the proposed substitute product and

determined that it is equal or superior in all respects to that specified;

.2 represents that it will provide the same warranty for the substitution as it would have

provided for the product specified:

.3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and

.4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

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3.6.1 According to Tax Rule #40-Illinois Retailer's Occupational and Use Tax (Sales Tax), building materials purchased for incorporation into this project are exempt from the Sales Tax and therefore said tax shall not be included in bid amounts. The Owner shall furnish the Contractor(s) with the required Tax Exemption Number upon signing of Contracts.

- .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

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- .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.

§ 3.9.1 The Contractor shall employ a competent, full-time, 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.

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3.12.6.1 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one resubmittal. The Owner will obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

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

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§ 3.18.3 In the event any party is requested but refuses to honor the indemnity obligations here under, the party indemnifying shall in addition to all other obligations, pay the cost of bringing such action, including attorney's fee, to the party requesting indemnity.

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4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

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

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§ 7.1.4 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

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

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- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

- .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.
- .1— Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2— Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3— Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4— As provided in Section 7.3.4.
- .1— Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2— Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3— Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4— Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5— Costs of supervision and field office personnel directly attributable to the change.

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§ 8.1.4_ The term "day" as used in the Contract Documents shall mean ~~calendar~~working day unless otherwise specifically defined, excluding weekends and legal holidays.

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§ 9.2.1 The Contractor shall submit a sworn statement of persons furnishing material and labor before any payments will be made to the Contractor.

9.2.2 If the Contractor intends to request payment for stored materials in accordance with paragraph 9.3.2, the Schedule of Values shall so state.

§ 9.3.1.3 Once each month the Contractor shall make an application for partial payment to the Owner.

§ 9.3.1.4 The form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet and accompanied by forms "Sworn Statement for Contractor and Subcontractor" and "Waiver of Lien".

§ 9.3.1.5 The first application for payment shall be accompanied by the Contractor's partial waiver of Lien for the amount requested. Each subsequent monthly application for payment shall be accompanied by the Contractor's partial waiver and by Subcontractors' and Suppliers' waivers for the amounts included in the previous month's pay request.

§ 9.3.1.6 The final application for payment shall be accompanied by the final waivers of lien from the Contractor and from Subcontractors and Suppliers who have not already furnished final waivers.

§ 9.3.1.7 Initial application for payment by the Contractor may be made upon contract signing to cover expenses related to pre-construction activities, including:

Applicable Bonds and Insurance

Permits, Fees and Notices

Construction Facilities and Temporary Controls which include:

Mobilization

Temporary Utilities

Temporary Construction

Construction Aids

Barriers

Access Roads and Parking Areas

Temporary Environmental Control

Project Identification and Signs

Field Offices and Sheds

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site. Payment for materials stored on or off the site shall not include overhead and profit.

9.3.2.1 Payment for materials stored on-site is subject to the prior, explicit, written approval by the Owner, and to conditions including but not limited to the following:

9.3.2.1.1 Materials shall be stored in a secure location that protects the materials from theft and from adverse effects of hot and cold conditions, and adverse effects of weather, humidity, and damp or wet floors.

9.3.2.1.2 Materials shall be stored and arranged in accordance with manufacturer's recommendations and industry standards.

9.3.2.1.3 Contractor shall provide a printed inventory log to the Owner verifying that the stored material meets the quality and quantity requirements of the Contract Documents.

9.3.2.1.4 Materials stored on-site for more than 30 days prior to being incorporated into the building shall not be eligible for payment.

9.3.2.1.5 Warranty on stored materials shall not commence until date of Substantial Completion.

9.3.2.2 Payment for materials stored off-site is subject to the prior, explicit, written approval by the Owner, and to conditions including but not limited to the following:

9.3.2.2.1 Materials shall be stored in the Contractor's or Subcontractor's warehouse, not at a supply house.

9.3.2.2.2 Materials shall be fully fabricated and tagged with the name of the Project and the name of the Owner.

9.3.2.2.3 Bill of sale shall be to the Owner, not to the Contractor or Subcontractor.

9.3.2.2.4 Warranty on stored materials shall not commence until date of Substantial Completion.

§ 9.3.2.3 All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.

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

§ 9.6.1.1 Once each month the Owner will make a partial payment to the Contractor on the basis of the approved application for payment.

§ 9.6.1.2 Until the contract is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments.

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9.6.1.3 . When the contract is 50 percent complete, retainage withheld shall be reduced so that no more than 5 percent is held. After the contract is 50 percent complete, 5 percent of the amount of any subsequent payments will be held as retainage.

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- .1— liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2— failure of the Work to comply with the requirements of the Contract Documents;
- .3— terms of special warranties required by the Contract Documents; or
- .4— audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

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§ 11.1.5 Contractor's Liability Insurance: 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, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees, or persons or entities excluded by statute from the requirements of Clause 11.1.5.1 but required by the Contract Documents to provide the insurance required by that Clause;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.
- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis.

including:

- .1 Premises Operations (including X, C and U coverages as applicable).
- .2 Independent Contractor's Protective.
- .3 Products and Completed Operations to be maintained for 3 years after final payment.
- .4 Personal Injury Liability with Employment Exclusion deleted.
- .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.

.6 Owned, non-owned and hired motor vehicles.

.7 Broad Form Property Damage including Completed Operations.

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.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

§ 11.1.6 The insurance required by Section 11.1.5 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.

§ 11.1.6.1 The insurance required by Subparagraph 11.5.1 shall be written for not less than the following limits, or greater if required by law:

Comprehensive or Commercial General Liability:

<u>General aggregate</u>	<u>\$ 2,000,000</u>
<u>Products -- Completed</u>	
<u>Operations aggregate</u>	<u>\$ 2,000,000</u>
<u>Each occurrence</u>	<u>\$ 1,000,000</u>
<u>Fire damage -- any 1 fire</u>	<u>\$ 50,000</u>
<u>Medical expense -- any 1 person</u>	<u>\$ 5,000</u>

Contractual Liability

<u>Property Damage, each occurrence</u>	<u>\$ 1,000,000</u>
<u>Property Damage, aggregate</u>	<u>\$ 2,000,000</u>
<u>Personal Injury, Employment</u>	
<u>Exclusion deleted</u>	<u>\$ 1,000,000</u>

Automobile Liability: (including owner, non-owned and hired vehicles and loading and unloading thereof):

Combined single limit Bodily Injury &

Property Damage

<u>Each Occurrence</u>	<u>\$ 1,000,000</u>
<u>Aggregate</u>	<u>\$ 2,000,000</u>

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. If this insurance is written on a Commercial General Liability policy form, the certificates shall be ACORD form 25-S, completed and supplemented in accordance with AIA Document G715™-1991, Instruction Sheet and Supplemental Attachment for ACORD Certificate of

Insurance 25-S.

§ 11.1.8 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.

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

§ 11.2.4 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.

§ 11.2.4.1 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.

§ 11.2.4.2 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.

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

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

§ 11.2.4.5 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.

§ 11.2.5 BOILER AND MACHINERY INSURANCE

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

§ 11.2.6 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.

§ 11.2.7 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.

§ 11.2.8 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.

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§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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- .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

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- .4— The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- .1— repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

- .2— fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3— repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4— otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .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.
- .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.

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- .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.

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- .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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§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

Variable Information

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

DOCUMENT 00 73 43 - PREVAILING WAGE RATES

1 GENERAL

1.1 SUMMARY

- A. The Contractor and Subcontractors shall pay to all laborers, workmen, and mechanics performing work under the Contract, not less than the prevailing rate of wages as indicated on the attached Prevailing Wages from the Illinois Department of Labor.

END OF DOCUMENT 00 73 43

Putnam County Prevailing Wage Rates posted on 3/2/2026

Trade Title	Rg	Type	C	Base	Foreman	Overtime					H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol								
ASBESTOS ABT-GEN	All	ALL		42.54	44.54	1.5	1.5	2.0	2.0	9.75	21.87	0.00	0.80	0.00	3.75	7.50	
ASBESTOS ABT-MEC	All	BLD		42.02	45.38	1.5	1.5	2.0	2.0	16.44	16.64	0.00	0.92		3.37	6.73	
BOILERMAKER	All	BLD		50.46	54.46	1.5	1.5	2.0	2.0	7.07	24.29	0.00	2.34	0.00	16.38	32.76	
BRICK MASON	All	BLD		45.01	46.01	1.5	1.5	2.0	2.0	12.86	18.63	0.00	1.33	0.00	0.00	0.00	
CARPENTER	All	BLD		39.00	42.90	1.5	1.5	2.0	2.0	12.26	24.36	0.00	0.89		0.00	0.00	
CARPENTER	All	HWY		40.28	42.03	1.5	1.5	2.0	2.0	12.89	25.12	0.00	0.94	0.00	0.00	0.00	
CEMENT MASON	All	ALL		43.35	47.69	1.5	1.5	2.0	2.0	13.38	22.46	0.00	0.80	0.00	0.00	0.00	
CERAMIC TILE FINISHER	All	BLD		41.66		1.5	1.5	2.0	2.0	12.45	14.27	0.00	1.25	0.00	0.00	0.00	
COMMUNICATION TECHNICIAN	All	BLD		46.00	50.60	1.5	1.5	2.0	2.0	17.54	18.15	0.00	0.75	2.37	0.00	0.00	
ELECTRIC PWR EQMT OP	All	ALL		59.91	71.10	1.5	1.5	2.0	2.0	9.30	16.78	0.00	0.60	0.00	0.00	0.00	
ELECTRIC PWR GRNDMAN	All	ALL		40.71	71.10	1.5	1.5	2.0	2.0	8.72	11.40	0.00	0.41	0.00	0.00	0.00	
ELECTRIC PWR LINEMAN	All	ALL		66.69	71.10	1.5	1.5	2.0	2.0	9.50	18.67	0.00	0.67	0.00	0.00	0.00	
ELECTRIC PWR TRK DRV	All	ALL		45.45	71.10	1.5	1.5	2.0	2.0	8.86	12.72	0.00	0.45	0.00	0.00	0.00	
ELECTRICIAN	All	BLD		54.45	59.35	1.5	1.5	2.0	2.0	18.13	22.88	0.00	1.35	5.40	0.00	0.00	
ELEVATOR CONSTRUCTOR	All	BLD		60.52	68.09	2.0	2.0	2.0	2.0	16.37	21.76	4.84	0.85		0.00	0.00	
GLAZIER	All	BLD		41.24	43.24	1.5	1.5	1.5	2.0	15.87	11.51	0.00	1.40	0.00	0.00	0.00	
HEAT/FROST INSULATOR	All	BLD		56.02	59.38	1.5	1.5	2.0	2.0	16.44	19.88	0.00	0.92		4.99	9.97	
IRON WORKER	All	ALL		49.40	54.34	2.0	2.0	2.0	2.0	14.61	26.15	0.00	1.10	0.00	0.00	0.00	
LABORER	All	ALL		40.54	42.54	1.5	1.5	2.0	2.0	9.75	21.87	0.00	0.80	0.00	3.75	7.50	
LABORER, SKILLED	All	ALL		40.54	42.54	1.5	1.5	2.0	2.0	9.75	21.87	0.00	0.80	0.00	3.75	7.50	
LATHER	All	BLD		39.00	42.90	1.5	1.5	2.0	2.0	12.26	24.36	0.00	0.89		0.00	0.00	
MACHINIST	All	BLD		60.39	64.39	1.5	1.5	2.0	2.0	11.43	9.95	1.85	1.47	0.00	0.00	0.00	
MARBLE FINISHER	All	BLD		41.66		1.5	1.5	2.0	2.0	12.45	14.27	0.00	1.25	0.00	0.00	0.00	
MARBLE MASON	All	BLD		45.01	46.01	1.5	1.5	2.0	2.0	12.45	15.90	0.00	1.30	0.00	0.00	0.00	
MILLWRIGHT	All	BLD		51.09	56.20	1.5	1.5	2.0	2.0	12.53	20.25	0.00	0.83		0.00	0.00	
MILLWRIGHT	All	HWY		51.09	56.20	1.5	1.5	2.0	2.0	12.53	20.25	0.00	0.83		0.00	0.00	

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OPERATING ENGINEER	E	BLD	1	63.00	67.00	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	BLD	2	61.70	67.00	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	BLD	3	59.15	67.00	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	BLD	4	57.40	67.00	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	BLD	5	65.00	67.00	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	BLD	6	66.00	67.00	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	BLD	7	64.00	67.00	2.0	2.0	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	HWY	1	63.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	HWY	2	62.45	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	HWY	3	60.40	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	HWY	4	59.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	HWY	5	57.80	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	HWY	6	66.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	E	HWY	7	64.00	67.00	1.5	1.5	2.0	2.0	24.70	21.55	2.00	2.75		0.00	0.00
OPERATING ENGINEER	W	BLD	1	47.79	50.79	1.5	1.5	2.0	2.0	12.85	26.97	0.00	3.60		0.00	0.00
OPERATING ENGINEER	W	BLD	2	44.09		1.5	1.5	2.0	2.0	12.85	26.97	0.00	3.60		0.00	0.00
OPERATING ENGINEER	W	BLD	3	38.03		1.5	1.5	2.0	2.0	12.85	26.97	0.00	3.60	0.00	0.00	0.00
OPERATING ENGINEER	W	HWY	1	47.79	51.29	1.5	1.5	2.0	2.0	12.85	26.97	0.00	3.60	0.00	0.00	0.00
OPERATING ENGINEER	W	HWY	2	44.09		1.5	1.5	2.0	2.0	12.85	26.97	0.00	3.60		0.00	0.00
OPERATING ENGINEER	W	HWY	3	38.03		1.5	1.5	2.0	2.0	12.85	26.97	0.00	3.60		0.00	0.00
PAINTER	All	ALL		42.40	44.40	1.5	1.5	1.5	2.0	15.45	12.00	0.00	1.50	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		48.16	54.11	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	BLD		39.25	43.18	1.5	1.5	2.0	2.0	12.26	24.36	0.00	0.89		0.00	0.00
PILEDRIVER	All	HWY		41.28	43.03	1.5	1.5	2.0	2.0	12.89	25.12	0.00	0.94		0.00	0.00
PIPEFITTER	All	BLD		58.50	61.50	1.5	1.5	2.0	2.0	15.15	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		43.35	47.69	1.5	1.5	2.0	2.0	13.38	22.46	0.00	0.80	0.00	0.00	0.00
PLUMBER	All	BLD		60.50	64.15	1.5	1.5	2.0	2.0	19.10	17.94	0.00	1.98		0.00	0.00
ROOFER	All	BLD		39.50	42.00	1.5	1.5	2.0	2.0	12.80	14.71	0.00	0.67	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		50.36	53.89	1.5	1.5	2.0	2.0	12.42	24.15	0.00	1.34	0.00	0.00	0.00
SPRINKLER FITTER	All	BLD		50.51	53.76	1.5	1.5	2.0	2.0	12.40	17.31	0.00	0.54	0.00	0.00	0.00

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STONE MASON	All	BLD		45.01	46.01	1.5	1.5	2.0	2.0	12.86	18.63	0.00	1.33	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		41.66		1.5	1.5	2.0	2.0	12.45	14.27	0.00	1.25	0.00	0.00	0.00
TILE LAYER	All	BLD		39.00	42.90	1.5	1.5	2.0	2.0	12.26	24.36	0.00	0.89		0.00	0.00
TILE MASON	All	BLD		45.01	46.01	1.5	1.5	2.0	2.0	12.45	15.90	0.00	1.30	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	45.29	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	45.88	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	46.15	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	46.54	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	5	47.64	49.65	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	1	36.23	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	2	36.70	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	3	36.92	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	4	37.23	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	O&C	5	38.11	39.72	1.5	1.5	2.0	2.0	17.11	8.06	0.00	0.25	0.00	0.00	0.00
TUCK POINTER	All	BLD		45.01	46.01	1.5	1.5	2.0	2.0	12.86	18.63	0.00	1.33	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations PUTNAM COUNTY

OPERATING ENGINEERS (EAST) - That part of the county east of the Illinois River.

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The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

LABORER, SKILLED - BUILDING AND HIGHWAY

The skilled laborer building (BLD) and heavy & highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: flagging, caisson worker plus depth, gunnite nozzle men, lead man on sewer work, welders, cutter burners and torchmen, chain saw operator, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setter - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, concrete saw operator walk behind, screenman on asphalt pavers, front end man on chip spreader, laborers tending masons with hot material or where foreign materials are used, multiple concrete duct - leadman, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (permanent, portable or temporary plant), laborers handling masterplate or similar materials, laser beam operator, coring machine operator, plaster tenders, underpinning and shoring of buildings, material selector when working

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with fire-brick or castable material, fire watch, signaling of all power equip-ment, tree topper or trimmer when in connection with construction, and diver tender.

MATERIAL TESTER/INSPECTOR I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER/INSPECTOR II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEERS - BUILDING (East)

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes w/Caisson attachment; Batch Plant; Benoto (require 2 engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-Loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Paver 27E cu.ft. and under; Concrete Placer; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes Hammerhead; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Lubrication Technician; Manipulators; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Squeeze Cretes - Screw Type Pumps; Gypsum Bulker and Pump; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tieback Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Brick Forklift servicing seven (7) or more Brick Masons; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Hydro Excavating (excluding hose work); Laser Screed; Rock Drill (self-propelled); Non Self-Loading Ejection Dump; Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressors; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving and Extracting); Lowboys; Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Brick Forklift; Boom Trucks (Residential); Hoists, Inside Elevators push button with automatic doors; Oilers; Skidsteer Loaders; Vacuum Trucks (excluding hose work).

Class 5. Assistant Craft Foreman

Class 6. Mechanics and Welders

Class 7. Gradall

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OPERATING ENGINEERS - HIGHWAY CONSTRUCTION (East)

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/Gomaco or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside Type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Heavy Duty Self-Propelled Transporter or Prime Mover; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Locomotives, All; Backhoes with Shear Attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader with attached pusher; Tractor with Boom; Tractaire with Attachments; Transfer Barrier Transfer Machine; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machine; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Forklifts; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster (requires 2 operators; one being Class 4); Hydro Excavating (excluding hose work); Laser Screed; Locomotives, Dinky; Oil Distributor; Off-Road Hauling Units (Including Articulating); Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., Self-Propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats; Mechanic Welders working in permanent shop.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machine; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine Heaters, Mechanical; Winch Trucks with "A" Frame; Work Boats; Tamper - Form - Motor Driven.

Class 4. Air Compressor; Brick Forklifts (Servicing Seven (7) or more Brick Masons; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster (requires 2 operators - one being class 2); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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Class 5. Brick Forklifts; Oilers; Skidsteer Loaders (All).

Class 6. Field Mechanics and Field Welders.

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - BUILDING - (West)

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION - (West)

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant

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Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 - 10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air

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compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

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JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 WORK RESTRICTIONS

- A. Contractor's Use of Premises: During construction, Contractor will have limited use of site and building indicated.
 - 1. Owner will occupy premises during construction. Perform construction only during normal working hours (7 AM to 5 PM Monday through Friday, other than holidays), unless otherwise agreed to in advance by Owner. Clean up work areas and return to a useable condition at the end of each work period.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 10 00

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

- A. Allowances shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Obtain two proposals for each allowance and submit to Architect with recommendations. Purchase products and systems selected by Architect.
- C. Advise Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- D. Submit invoices to show cost of products furnished under each allowance as an attachment to an "Allowance Use Authorization" form. Execution of the Allowance Use Authorization form by the Owner and Architect authorize the Contractor to proceed with the work. Reconciliation of allowance amounts with actual costs will be by Change Order at the end of the project or at a point deemed appropriate by the architect.

1.2 ALTERNATES

- A. An alternate is an amount proposed by bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Indicate on the Bid Form amounts to be deducted from or added to the Contract Sum for alternates.

1.3 UNIT PRICES

- A. A unit price is an amount proposed by bidders and stated on the Bid Form as a price per unit of measurement for work added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

1.4 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor on AIA Document G709, Architect will issue a Change Order on AIA Document G701, for all changes to the Contract Sum or the Contract Time.
- B. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive on AIA Document G714, instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to the Contract Sum or the Contract Time.

1.5 PAYMENT PROCEDURES

- A. Submit a Schedule of Values at least 10 days before the initial Application for Payment. Break down the Contract Sum into at least one line item for each Specification Section in the Project Manual table of contents. Coordinate the Schedule of Values with Contractor's Construction Schedule.
 - 1. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 2. Provide separate line items in the Schedule of Values for initial cost of materials and for total installed value of that part of the Work.

- B. Submit 3 copies of each application for payment on AIA Document G702/703, according to the schedule established in Owner/Contractor Agreement.
 - 1. With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation.
 - a. Include consent of surety to final payment on AIA Document G707 and insurance certificates.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 20 00



SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)

Project: _____ Substitution Request Number: _____

 From: _____
 To: _____ Date: _____

 A/E Project Number: _____
 Re: _____ Contract For: _____

Specification Title: _____ Description: _____
 Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
 Manufacturer: _____ Address: _____ Phone: _____
 Trade Name: _____ Model No.: _____
 Installer: _____ Address: _____ Phone: _____

History: New product 1-4 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:
 Project: _____ Architect: _____
 Address: _____ Owner: _____
 _____ Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____).

Proposed substitution changes Contract Time: No Yes [Add] [Deduct] _____ days.

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

SUBSTITUTION REQUEST

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments:

A/E's REVIEW AND RECOMMENDATION

- Approve Substitution - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Approve Substitution as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

OWNER'S REVIEW AND ACTION

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: _____ Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Coordinate construction to ensure efficient and orderly installation of each part of the Work.
- B. Schedule and conduct progress meetings at Project site at regular intervals. Notify Owner and Architect of meeting dates and times. Require attendance of each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities.
 - 1. Record minutes and distribute to everyone concerned, including Owner and Architect.

1.2 SUBMITTAL PROCEDURES

- A. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 2. Submit PDF copies of each submittal for Architect's review via DocumentAdmin@LarsonDarby.com. Architect will review, annotate, and return.
 - 3. Architect will return submittals, without review, received from sources other than Contractor.
- B. Place a permanent label or title block on each submittal for identification. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect. Include the following information on the label:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.
 - 4. Name and address of subcontractor or supplier.
 - 5. Number and title of appropriate Specification Section.
- C. Identify deviations from the Contract Documents on submittals.
- D. Contractor's Construction Schedule Submittal Procedure: Submit two copies of schedule within ten days after date established for Commencement of the Work.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. Product Data: Mark each copy to show applicable products and options. Include the following:
 - 1. Manufacturer's written recommendations, product specifications, and installation instructions.
 - 2. Testing by recognized testing agency.
 - 3. Compliance with specified standards and requirements.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submit on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches. Include the following:
 - 1. Dimensions and identification of products.
 - 2. Fabrication and installation drawings and roughing-in and setting diagrams.

3. Notation of dimensions established by field measurement.

C. Submittal of Shop Drawings and Product Data:

1. Send Shop Drawings and Product Data for Architect's review by email to: DocumentAdmin@Larsondarby.com.

D. Samples: Submit Samples for review of kind, color, pattern, and texture and for a comparison of these characteristics between submittal and actual component as delivered and installed. Include name of manufacturer and product name on label.

1. If variation is inherent in material or product, submit at least three sets of paired units that show variations.

2.2 INFORMATION SUBMITTALS

A. Qualification Data: Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type schedule within ten days of date established for the Notice of Award, that aligns with the specified Work restrictions.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 - EXECUTION

3.1 SUBMITTAL REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

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PUTNAM COUNTY SCHOOL DISTRICT #535
MCNABB, ILLINOIS

- B. Architect will review each action submittal, make marks to indicate corrections or modifications required, stamp and mark as appropriate to indicate action taken, and return.

3.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Distribute copies of approved schedule to Owner, Architect, subcontractors, testing and inspecting agencies, and parties identified by Contractor with a need-to-know schedule responsibility. When revisions are made, distribute updated schedules to the same parties.
- B. Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.
 - 1. As the Work progresses, indicate Actual Completion percentage for each activity.

END OF SECTION 01 30 00



AIA[®] Document C106™ – 2022

Digital Data Licensing Agreement

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

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address, and contact information, including electronic addresses)

Larson and Darby Group
4949 Harrison Avenue, Suite 100
Rockford, Illinois 61108

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address, and contact information, including electronic addresses)

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

JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM
Putnam County Community Unit School District #535
McNabb, Illinois

for the following Digital Data ("Digital Data"):
(Identify below, in detail, the information created or stored in digital form that the Parties intend to be subject to this Agreement.)

The Transmitting Party and Receiving Party agree as follows.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 TRANSMISSION OF DIGITAL DATA
- 3 LICENSE CONDITIONS
- 4 LICENSING FEE OR OTHER COMPENSATION

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data and to set forth the license terms.

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.

§ 1.2 This Agreement is the entire and integrated agreement between the Parties. Except as specifically set forth herein, this Agreement does not create any other contractual relationship between the Parties.

§ 1.3 Confidential Digital Data is Digital Data containing confidential or business proprietary information that the Transmitting Party designates as "confidential."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants to the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively for the uses, and in accordance with the terms, set forth in Article 3.

§ 2.2 Only the Receiving Party is permitted to access and use the Digital Data. Unlicensed and unauthorized access or use by third parties is strictly prohibited except as set forth in Section 2.4.1.

§ 2.3 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party is the copyright owner of the Digital Data or otherwise has permission to transmit the Digital Data to the Receiving Party for its use on the Project in accordance with the terms and conditions of this Agreement.

§ 2.4 Where the Transmitting Party has designated information furnished pursuant to this Agreement as "confidential," the Receiving Party shall keep the information confidential and shall not disclose it to any other person or entity except as set forth in Section 2.4.1.

§ 2.4.1 The Receiving Party may disclose Confidential Digital Data after seven (7) days' notice to the Transmitting Party where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Receiving Party may also disclose Confidential Digital Data to its employees, consultants, sureties, subcontractors and their employees, sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.5 By transmitting Digital Data, the Transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the Receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to those uses, and in accordance with the terms, set forth in Article 3, and nothing contained in this Agreement conveys any other right to use the Digital Data.

§ 2.6 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.7 Transmission of the Digital Data does not abridge or extinguish the Transmitting Party's rights, including, to the extent applicable, exclusive ownership interest, in such information under all applicable state, federal, and international laws including, without limitation, laws governing the protection of copyrights and intellectual property.

§ 2.8 The provisions of this Article 2 shall survive the termination of this Agreement.

ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The Receiving Party may use and rely upon the Digital Data to the extent set forth in this Article 3.
(Choose only one option below.)

§ 3.1.1 The Digital Data is transmitted solely for the Receiving Party's information. Receiving Party acknowledges that any use of the Digital Data shall be at Receiving Party's sole risk. The Receiving Party accepts the Digital Data "as is" without any warranty or representations from the Transmitting Party as to whether the Digital Data is accurate, complete, or fit for use as intended by the Receiving Party. The Receiving Party is solely responsible for verifying whether the Digital Data is accurate, complete, or fit for the Receiving Party's intended use.

§ 3.1.2 Other:
(Identify terms, permitted uses, or other conditions related to the Digital Data.)

Due to the inherent fragility of electronic format copies of drawings, and due to the unpredictable effects of the Receiving Party's software and hardware on such electronic format copies of documents, the Receiving Party's use of such copies of electronic format documents is conditioned upon the Receiving Party signing the Licensing Agreement acknowledging the following for each and every electronic document file the Receiving Party requests:

1. The Receiving Party acknowledges that the information conveyed in copies of electronic documents is furnished for the Receiving Party's convenience only.
2. The Receiving Party acknowledges that its software and hardware may inadvertently alter information in electronic documents in ways that are not readily apparent and that the Receiving Party is responsible for verifying every aspect of the information contained in such electronic format copies of documents.
3. The Receiving Party acknowledges that its use of the information contained in electronic format copies of the Contract Documents is at the sole risk of the Receiving Party.
4. The Receiving Party agrees to indemnify and hold harmless the Owner, the Architect, and the Architect's Consultants from all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of or resulting from use of electronic format copies of documents.
5. The Receiving Party agrees that no claim for extra cost above the amount of the Contract Sum shall arise out of or result from use of electronic format copies of documents.

§ 3.2 If no specific terms or uses are selected or set forth in Section 3.1, then the Receiving Party may use the Digital Data at its sole risk pursuant to the terms and conditions set forth in Section 3.1.1.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

This Agreement is entered into as of the day and year first written above and terminates one year from said date, except as set forth below.

(Indicate when this Agreement will terminate, if other than one year from the date it was entered into, and other conditions related to termination.)

TRANSMITTING PARTY *(Signature)*

RECEIVING PARTY *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for

AIA® Document C106™ – 2022

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 11:42:38 on 03/30/2026.

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4949 Harrison Avenue, Suite 100
Rockford, Illinois 61108

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JH WASTE TREATMENT PLANT REMOVAL & NEW SEPTIC SYSTEM

Putnam County Community Unit School District #535

McNabb, Illinois

PAGE 3

Due to the inherent fragility of electronic format copies of drawings, and due to the unpredictable effects of the Receiving Party's software and hardware on such electronic format copies of documents, the Receiving Party's use of such copies of electronic format documents is conditioned upon the Receiving Party signing the Licensing Agreement acknowledging the following for each and every electronic document file the Receiving Party requests:

1. The Receiving Party acknowledges that the information conveyed in copies of electronic documents is furnished for the Receiving Party's convenience only.
2. The Receiving Party acknowledges that its software and hardware may inadvertently alter information in electronic documents in ways that are not readily apparent and that the Receiving Party is responsible for verifying every aspect of the information contained in such electronic format copies of documents.
3. The Receiving Party acknowledges that its use of the information contained in electronic format copies of the Contract Documents is at the sole risk of the Receiving Party.
4. The Receiving Party agrees to indemnify and hold harmless the Owner, the Architect, and the Architect's Consultants from all claims, damages, losses, and expenses including but not limited to attorney's fees arising out of or resulting from use of electronic format copies of documents.
5. The Receiving Party agrees that no claim for extra cost above the amount of the Contract Sum shall arise out of or result from use of electronic format copies of documents.

SECTION 01 35 16 - ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes special procedures for alteration work.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from alteration work.
 - 1. Use only proven protection methods, appropriate to each area and surface being protected.
 - 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
 - 3. Erect temporary barriers to form and maintain fire-egress routes.
 - 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during alteration work.
 - 5. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
 - 6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
 - 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
- B. Temporary Protection of Materials to Remain:
 - 1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
 - 2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.
- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.

3.2 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
 - 1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties titled "Owner's Responsibility for Fire Protection."
 - 2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
- B. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

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- C. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
 - 1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is complete.

3.3 GENERAL ALTERATION WORK

- A. Record existing work before each procedure (preconstruction), and record progress during the work. Use digital preconstruction documentation photographs or video recordings.
- B. Perform surveys of Project site as the Work progresses to detect hazards resulting from alterations.

END OF SECTION 01 35 16

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions.

1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- B. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- B. Storage and Staging: Use designated areas of Project site for storage and staging needs.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- D. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

END OF SECTION 015000

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Product Substitutions: Substitutions include changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor after award of the Contract.
 - 1. Submit two copies of each request for product substitution.
 - 2. Submit requests within ten days after the Notice of Award.
 - 3. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 4. Identify product to be replaced and show compliance with requirements for substitutions. Include a detailed comparison of significant qualities of proposed substitution with those of the Work specified, a list of changes needed to other parts of the Work required to accommodate proposed substitution, and any proposed changes in the Contract Sum or the Contract Time should the substitution be accepted.
 - 5. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.
- C. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Deliver products to Project site in manufacturer's original sealed container or packaging, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 3. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 4. Store materials in a manner that will not endanger Project structure.
 - 5. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- D. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.
 - 2. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
- B. Product Selection Procedures:

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1. Where Specifications name a single product or manufacturer, provide the item indicated that complies with requirements.
 2. Where Specifications include a list of names of products or manufacturers, provide one of the items indicated that complies with requirements.
 3. Where Specifications include a list of names of products or manufacturers, accompanied by the term "available products" or "available manufacturers," provide one of the named items that complies with requirements. Comply with provisions for "comparable product requests" for consideration of an unnamed product.
 4. Where Specifications name a product as the "basis-of-design" and include a list of manufacturers, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by the other named manufacturers.
 5. Where Specifications name a single product as the "basis-of-design" and no other manufacturers are named, provide the named product. Comply with provisions for "comparable product requests" for consideration of an unnamed product by another manufacturer.
- C. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options that includes both standard and premium items.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 60 00

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Installation.
 - 2. Cutting and patching.
 - 3. Progress cleaning.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior wall construction.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect in accordance with requirements in Section 01 30 00 "Administrative Requirements."

3.3 INSTALLATION

- A. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- B. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- C. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.

3.4 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 01 10 00 "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, using methods least likely to damage elements retained or adjoining construction.
 - 1. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed.

3.5 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, in accordance with regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

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- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
- D. Installed Work: Keep installed work clean. Clean installed surfaces in accordance with written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

3.7 CORRECTION OF THE WORK

- A. Repair or remove and replace damaged, defective, or nonconforming Work. Restore damaged substrates and finishes.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Restore permanent facilities used during construction to their specified condition.
- D. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

END OF SECTION 01 73 00

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for Contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. List of incomplete items.
 - 4. Submittal of Project warranties.
 - 5. Final cleaning.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's "punch list"), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction, permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including Project Record Documents, operation and maintenance manuals, damage or settlement surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.

2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
3. Complete final cleaning requirements.

- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 01 29 00 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list will state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.6 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.7 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

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- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit on digital media acceptable to Owner.

- D. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

- C. Construction Waste Disposal: Comply with waste-disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

3.2 CORRECTION OF THE WORK

- A. Complete repair and restoration operations required by "Correction of the Work" Article in Section 01 73 00 "Execution" before requesting inspection for determination of Substantial Completion.

END OF SECTION 01 77 00

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of this Section Includes:
 - 1. Demolition and removal of selected portions of exterior or interior of building or structure and site elements.
 - 2. Removal and salvage of existing items for delivery to Owner and removal of existing items for reinstallation.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
 - 2. Section 01 73 00 "Execution" for cutting and patching procedures.
 - 3. Section 01 35 16 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.4 FIELD CONDITIONS

- A. Owner will occupy portions of buildings immediately adjacent to selective demolition areas. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Owner and Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials:
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. On-site sale of removed items or materials is not permitted.

1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

3.2 PREPARATION

- A. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- B. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.3 UTILITY SERVICES AND BUILDING SYSTEMS

- A. Existing Services/Systems to Remain: Maintain utilities and building systems and equipment to remain and protect against damage during selective demolition operations.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utilities and building systems serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. If disconnection of utilities and building systems will affect adjacent occupied parts of the building, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to those parts of the building.
 - 3. Demolish and remove existing building systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment and components.

4. Abandon existing building systems, equipment, and components indicated on Drawings to be abandoned in place.
 - a. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - b. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.
5. Remove and reinstall/salvage existing building systems, equipment, and components indicated on drawings to be removed and reinstalled or removed and salvaged:
 - a. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment and components; when appropriate, reinstall, reconnect, and make equipment operational.
 - b. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and components and deliver to Owner.

3.4 SALVAGE/REINSTALL

- A. Removed and Salvaged Items:
 1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- B. Removed and Reinstalled Items:
 1. Clean and repair items to functional condition adequate for intended reuse.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 4. Maintain fire watch during and for at least two hours after flame-cutting operations.
 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

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- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.7 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 41 19

SECTION 31 10 00 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Protecting existing trees shrubs plants and grass to remain.
 2. Removing existing trees shrubs plants and grass.
 3. Clearing and grubbing.
 4. Stripping and stockpiling topsoil.
 5. Removing above- and below-grade site improvements.
 6. Disconnecting and capping or sealing site utilities.
 7. Temporary erosion and sedimentation control measures.

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving".
1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE PROTECTION

- A. Erect and maintain temporary fencing around tree protection zones before starting site clearing. Remove fence when construction is complete.
- B. Do not excavate within tree protection zones, unless otherwise indicated.
- C. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.

3.4 UTILITIES

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
- B. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- C. Removal of underground utilities is included in Division 33 Sections covering site utilities.

3.5 CLEARING AND GRUBBING

- A. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density required for the proposed condition and as specified in Division 31 Section "Earth Moving".

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3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches
 - 2. Dispose of excess topsoil as specified for waste material disposal
 - 3. Do not stockpile topsoil within drip line of trees to remain.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.

3.8 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
 - 1. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

END OF SECTION 31 10 00

SECTION 31 20 00 - EARTH MOVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for pavements, lawns and grasses.
 - 2. Base course for asphalt paving.
 - 3. Excavating and backfilling for utility trenches.
 - 4. Excavating and backfilling trenches for buried mechanical, plumbing and electrical utilities and pits for buried utility structures.
- B. Related Sections include the following:
 - 1. Division 31 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
 - 2. Division 32 Section "Turf and Grasses" for finish grading, including preparing and placing topsoil and planting soil for lawns.
 - 3. Division 33 Sections for installing underground utilities and buried structures.

1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Course placed between the subbase course and paving.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- F. Fill: Soil materials used to raise existing grades.
- G. Structures: Modular Block Retaining walls, slabs on-grade (**excluding building**), tanks, curbs, sewerage, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface **excluding building**.
- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below base, or topsoil materials.

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- I. Utilities: On-site underground pipes, conduits, ducts, and cables.

1.3 SUBMITTALS

- A. Product Data: For the following:

- 1. Geotextiles.

1.4 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

- 1. Contractor shall be responsible for contacting the Owner's Geotechnical Testing Agency at those times required by the specifications for the appropriate materials and soils testing.
- 2. Contractor shall coordinate with the Owner's Geotechnical Testing Agency as to the Testing Agency's requirements for advance notification, but allow for a minimum 24-hr notification.

1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

- 1. Notify Architect not less than two days in advance of proposed utility interruptions.
- 2. Do not proceed with utility interruptions without Architect's written permission.
- 3. Contractor shall contact their own Private utility-locator service for area where Project is located before excavating.

- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, GC, SC, SW, SP, ML, CL and SM, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

- C. Unsatisfactory Soils: Soil Classification Groups MH, CH, OL, OH, and PT according to ASTM D 2487, or a combination of these groups.

- 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- 2. Unsatisfactory soils hereunder are Clean Construction or Demolition Debris (CCDD) as defined by the State of Illinois Environmental Protection Agency and is acceptable as fill material at CCDD facilities.

- D. Non-special Waste Containing Soils: Either satisfactory or unsatisfactory soils that contain non-special waste that are non-liquid non-hazardous industrial process and pollution control waste and are excluded

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from special waste meeting all the requirements of Section 3.475 of the Illinois Environmental Protection Act.

1. Are not CCDD
 2. Are not hazardous
 3. Are not a liquid (as determined by paint-filter test SW-846 Method 9095)
 4. Are not regulated asbestos-containing material as defined in 40 Code of Federal Regulations, Section 61.141
 5. Do not contain polychlorinated biphenyls (PCBs) regulated in accordance with 40 Code of Federal Regulations, Part 761
 6. Are not formerly hazardous waste rendered non-hazardous
 7. Do not result from shredding recyclable metals
- E. Non-Hazardous Special Waste Containing Soils: Either satisfactory or unsatisfactory soils that contain special waste as defined by Illinois Environmental Protection Act (Act) Section 809.103 and that has not been determined as hazardous in that Section of the Act.
- F. Hazardous Waste Containing Soils: Either satisfactory or unsatisfactory soils that contain hazardous special waste as defined by Section 3.220 of the Illinois Environmental Protection Act and as determined by Section 722.111 of Title 35 of Illinois Administrative Code.
- G. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; less than 3 percent stones $\frac{3}{4}$ -inch or larger in any dimension and roots, plants, sod, clay lumps, and other extraneous materials harmful to plant growth.
1. Topsoil shall be free of all deleterious material that may adversely affect the use of the planted surface including any metal, wood, plastic, glass or other manmade materials not intended specifically as a soil supplement.
 2. Topsoil shall be free of obnoxious weeds and invasive plants or other undesirable organisms and disease-causing plant pathogens.
 3. Topsoil particle sizes shall fall in the following ranges as percentages by mass both separately and in combination:
 - a. Clay: 35 percent to 60 percent
 - b. Silt: 35 percent to 60 percent
 - c. Sand: less than 60 percent
 - d. Silt and Clay in combination: less than 65 percent
 4. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 6 inches deep; do not obtain from bogs or marshes.
- H. Base Course: Graded mixture of crushed gravel or crushed stone ASTM D 2940; conforming to State of Illinois, Dept of Transportation Gradation CA-6.
- I. Engineered Fill: Graded mixture of crushed gravel or crushed stone; ASTM D 2940; conforming to State of Illinois, Dept of Transportation Gradation CA-6 or CA-7.
- J. Bedding Course: Graded mixture of crushed gravel, crushed stone, or crushed sand; ASTM D 2940; conforming to State of Illinois, Dept of Transportation Gradation per plans.
- K. Unsuitable Soil Undercut Area Fill: Per Geotechnical Engineer's Recommendations.

2.2 GEOTEXTILES AND GEOGRIDS

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
 2. Grab Tensile Strength: 158 lbf; ASTM D 4632.
 3. Sewn Seam Strength: 142 lbf ; ASTM D 4632.
 4. Tear Strength: 56 lbf; ASTM D 4533.
 5. Puncture Strength: 56 lbf ;ASTM D 4833.
 6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 7. Water Flow Rate: 110 gpm minimum; ASTM D 4491
 8. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 9. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Nonwoven needle punched geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 1; AASHTO M 288.
 2. Grab Tensile Strength: 315 lbf; ASTM D 4632.
 3. Sewn Seam Strength: 284 lbf ; ASTM D 4632.
 4. Tear Strength: 113 lbf; ASTM D 4533.
 5. Puncture Strength: 113 lbf ;ASTM D 4833.
 6. Apparent Opening Size: No. 70 sieve, maximum; ASTM D 4751.
 7. Water Flow Rate: 110 gpm minimum; ASTM D 4491
 8. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 9. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- C. Geogrid: Triaxial polypropylene material with the following minimum requirements:
- | 1. Properties, | <u>Longitudinal / Transverse</u> | <u>Diagonal/General</u> |
|---|--|-------------------------|
| 2. Rib Pitch, mm (in) | 40 (1.60) | 40 (1.60) |
| 3. Mid-rib depth, mm (in) | 1.4 (0.06) | 1.6 (0.06) |
| 4. Mid-rib width, mm (in) | 1.2 (0.05) | 1.0 (0.04) |
| 5. Rib shape | | rectangular |
| 6. Aperture shape | | triangular |
| 7. Junction Efficiency, % | | 93 |
| 8. Isotropic Stiffness Ratio | | 0.6 |
| 9. Radial stiffness at low strain, | | |
| | KN/M @ 0.5% STRAIN (LB/FT @ 0.5% STRAIN) | 300(20,580) |
| 10. Resistance to chemical degradation | | 100% |
| 11. Resistance to ultra-violet light and weathering | | 70% |

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

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- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls during earthwork operations.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Discharge from dewatering operations must meet with local and State National Pollutant Discharge Elimination System (NPDES) requirements.
 - 1. Incorporate structural and non-structural Best Management Practices (BMP's) as necessary to meet NPDES and local requirements.
 - 2. Waste material shall be legally disposed of where mechanical means are used to separate sediments and other pollutants from dewatering discharge water
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to as a minimum to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Where topsoil depth exceeds the proposed subgrade elevation and where within pavement areas, remove all topsoil encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect.
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 - 2. Where topsoil depth exceeds the proposed subgrade elevation and where within pavement areas, remove all topsoil encountered.
 - 3. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1/2 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures:
Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit and as indicated. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits as indicated. Remove projecting stones and sharp objects along trench subgrade.

3.8 SUBGRADE INSPECTION

- A. Notify Owner's Geotechnical Testing Agency when excavations have reached required subgrade.
- B. If Owner's Geotechnical Testing Agency determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade of pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.9 UNAUTHORIZED EXCAVATION

- 1. Fill unauthorized excavations under other construction or utility pipe as directed by Owner's Geotechnical Testing Agency.

3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Surveying locations of underground utilities for Record Documents.
 2. Testing and inspecting underground utilities.
 3. Removing concrete formwork.
 4. Removing trash and debris.
 5. Removing temporary shoring and bracing, and sheeting.
 6. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- C. Place and compact final backfill to final subgrade elevation and as indicated.
 1. Under or within two feet of pavement edge or building use Engineered Fill as backfill
 2. Under non pavement areas use satisfactory soil as backfill

3.13 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.
 4. Under other slabs on grade **excluding buildings**, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 2. Remove and replace, or scarify and air dry otherwise satisfactory material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
 - 1. Place backfill for self-compacting CA-7 in layers of 12" maximum for material compacted by heavy compaction equipment or by hand operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures **excluding buildings** to required elevations, and uniformly along the full length of each structure.
- C. Compact materials to not less than the following percentages of maximum dry density according to ASTM D 1557
 - 1. Under structures, slabs on grade **excluding building**, and steps scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent Modified Proctor.
 - 2. Under pavements, curbs and walks, scarify and recompact top 4 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent Modified Proctor.
 - 3. Under lawn or unpaved areas compact each layer of backfill or fill soil material at 85 percent Modified Proctor.

3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1/2 inch.
 - 3. Pavements: Plus or minus 1/2 inch.

3.17 BASE COURSE

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Shape base course to required crown elevations and cross-slope grades.
 - 3. Place base course 4 inches or less in compacted thickness in a single layer.
 - 4. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.18 FIELD QUALITY CONTROL

- A. Geotechnical Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

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- C. Testing agency will test compaction of soils in place according to ASTM D 1557 and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 3500 sq. ft. or less of paved area, but in no case fewer than 2 tests.
 - 2. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 250 feet or less of trench length, but no fewer than 1 tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.19 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.20 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 20 00

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- 1. Hot-mix asphalt patching.
- 2. Hot-mix asphalt paving.

B. Related Sections:

- 1. Division 31 Section "Earth Moving" for aggregate subbase and base courses and for aggregate pavement shoulders.

1.3 DEFINITION

- A. Hot-Mix Asphalt Paving Terminology: Refer to ASTM D 8 for definitions of terms.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include technical data and tested physical and performance properties.
 - 1. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- B. Material Certificates: For each paving material, from manufacturer.
- C. Material Test Reports: For each paving material.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of IDOT for asphalt paving work.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. HMA Temperature: Delivered between 250 deg F and 350 deg F
 - 2. Tack Coat: Minimum surface temperature of 60 deg F.
 - 3. Asphalt Binder Course: Minimum surface temperature of 40 deg F in the shade and rising at time of placement.
 - 4. Asphalt Surface Course: Minimum surface temperature of 45 deg F in the shade at time of placement and rising at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel.
 - 1. Used in Surface Course: IDOT B Quality or better
 - 2. Used in Binder Course: IDOT C Quality or better
- C. Fine Aggregate: ASTM D 1073, sharp-edged natural sand or sand prepared from stone, gravel, or combinations thereof.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
 - 2. Quality: IDOT B Quality or better.
- D. Fractionated Reclaimed Asphalt Pavement (FRAP) shall consist of RAP from Class I HMA mixtures. Coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality or as below where more stringent. All FRAP shall be fractionated prior to testing. Testing shall be per and meet all IDOT requirements.
 - 1. Used in HMA Surface Course, N50: Coarse aggregate quality B or better.
 - a. Where FRAP is used alone, or where FRAP are used in conjunction the Maximum (virgin) Asphalt Binder Replacement (ABR) shall not exceed 35%. Where ABR exceeds 20% the low and high virgin asphalt grades shall each be reduced by one grade.
 - 2. Used in HMA Binder Coarse, N50: Coarse aggregate quality C or better.
 - a. Where FRAP is used alone, or where FRAP are used in conjunction the Maximum (virgin) Asphalt Binder Replacement (ABR) shall not exceed 40%. Where ABR exceeds 20% the low and high virgin asphalt grades shall each be reduced by one grade.
- E. Mineral Filler: ASTM D 242, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320 and AASHTO MP 1a, PG58-28
- B. Prime Coat: ASTM D 2027, medium-curing cutback asphalt matching IDOT MC-30 per Section 1032 of the Standard Specifications for Road and Bridge construction.
- C. Water: Potable.

2.3 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes designed according to the Illinois Modified Strategic Highway Research Program criteria and the IDOT Special Provision "Superpave Bituminous Concrete Mixtures".
 - 1. Binder Course Mixture N50, IL-19.0, Surface Course Mixture N50, IL-9.5, Mix "D" designed in accordance with Sections 1030 and Sections 406 and 407 of the Standard Specifications for Road and Bridge Construction and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures."
 - 2. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 3. All mixes shall be approved by IDOT for use for the current constructions season. Provide verification and approval letter from IDOT for the mixes proposed.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.
- D. Verify that utilities, traffic loop detectors, and other items requiring a cut and installation beneath the asphalt surface have been completed and that asphalt surface has been repaired flush with adjacent asphalt prior to beginning installation of imprinted asphalt.

3.2 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base.
 - 1. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated.
 - 2. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new base.
- B. Patching: Partially fill excavated pavements with hot-mix asphalt base course mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd and per Drawings. Apply enough material to penetrate and seal but not flood surface. Allow prime coat to cure.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.

3.4 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Spread mix at minimum temperature of 250 deg F.

3. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches and not more than 12 inches.
 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints according to AI MS22, for both "Ending a Lane" and "Resumption of Paving Operations."
 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
1. Complete compaction before mix temperature cools to 195 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
1. Average Density: 94 percent of reference laboratory density based on AASHTO T 209 and Illinois Modified AASHTO T 166 or "In Place Nuclear Method" according to Illinois Modified ASTM D 2950 but not less than 92 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

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- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus 1/2 inch, Minus 1/4 inch
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to AASHTO T 168.
 - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 2. Field density of in-place compacted pavement to be determined by "In Place Nuclear Method" according to Illinois Modified ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
 - 3. Average Density: 94 percent of reference laboratory density based on AASHTO T 209 and Illinois Modified AASHTO T 166 or "In Place Nuclear Method" according to Illinois Modified ASTM D 2950 but not less than 92 percent nor greater than 96 percent.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.9 DISPOSAL

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow milled materials to accumulate on-site.

END OF SECTION 32 12 16

SECTION 32 92 00 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Erosion-control material(s).
- B. Related Sections:
 - 1. Division 31 Section "Site Clearing" for topsoil stripping and stockpiling.
 - 2. Division 31 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- E. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- F. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- G. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
 - 1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.

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- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Qualification Data: For qualified landscape Installer.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 3. Pesticide Applicator: State licensed, commercial.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

1.7 PROJECT CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.
 - 1. Spring Planting: Early spring (as soon as the soil is free of frost and in a workable condition but no later than June 30.
 - 2. Fall Planting: No earlier than September 1.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.8 MAINTENANCE SERVICE

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
 - 1. Seeded Turf: 60 days from date of planting completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established including dormant season, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: State-certified seed of grass species as listed in IDOT Standard Specifications and as follows:
 - 1. Class 1, Lawn Mixture

2.2 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.3 FERTILIZERS

- A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 270 lbs/acre. Applied at a 1:1:1 ratio of nitrogen, phosphorous, and potassium, by weight as follows:
 - a. Nitrogen Fertilizer Nutrients: 90 lbs/acre
 - b. Phosphorous Nutrients: 90 lbs/acre
 - c. Potassium Fertilizer Nutrients: 90 lbs/acre

2.4 TOPSOIL

- A. Refer to Division 312000 Section "Earth Moving" for description of topsoil.
 - 1. Supplement with topsoil when quantities are insufficient.
 - 2. Imported topsoil or manufactured topsoil from off-site sources. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 6 inches deep; do not obtain from bogs or marshes.

2.5 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect grade stakes set by others until directed to remove them.

3.3 TURF AREA PREPARATION

A. Limit turf subgrade preparation to areas to be planted.

B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply fertilizer directly to subgrade before loosening.
 - a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
2. Spread topsoil to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

D. Moistening prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.

B. Sow seed at a total rate of 5 to 6 lb/1000 sq. ft.

C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

- D. Protect seeded areas with erosion-control mats where shown on Drawings; install and anchor according to manufacturer's written instructions.

3.5 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

3.6 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 95 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.7 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove non-degradable temporary erosion-control measures after grass establishment period.

END OF SECTION 32 92 00

SECTION 33 31 00 – SANITARY UTILITY SEWERAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings.
 - 2. Non-pressure and pressure couplings.
 - 3. Backwater valves.
 - 4. Cleanouts.
 - 5. Manholes.

1.3 DEFINITIONS

- A. PVC: Polyvinyl chloride plastic pipe

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. Pipe materials: include product certificates for all sizes of pipe materials required.
- B. Field quality-control reports.

1.5 PERFORMANCE REQUIREMENTS

- A. Pressure pipe pressure ratings: At least equal to system operating pressure, but not less than 150 psig.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic, pipe and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.

1.7 PROJECT CONDITIONS

- A. Site Information: Perform site survey, research public utility records, and verify existing utility locations.
- B. Locate existing structures and piping to be closed and abandoned.
- C. Interruption of Existing Sanitary Sewerage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
 - 1. Notify Architect and Owner no fewer than two days in advance of proposed interruption of service.

2. Do not proceed with interruption of service without Architect's and Owner's written permission.

PART 2 - PRODUCTS

2.1 PVC PIPE AND FITTINGS

- A. PVC Type PSM Sewer Piping, 15-inch and smaller:
 1. Pipe: ASTM D 3034, SDR 26 PVC Type PSM sewer pipe with bell-and-spigot ends for gasketed joints.
 2. Fittings: ASTM D 3034, PVC with bell ends.
 3. Gaskets: ASTM F 477, elastomeric seals.
- B. PVC Pressure Piping, 4-inch through 12-in:
 1. Pipe: AWWA C900, Class 200 PVC pipe with bell-and-spigot ends for gasketed joints.
 2. Fittings: AWWA C900, Class 200 PVC pipe with bell ends.
 3. Gaskets: ASTM F 477, elastomeric seals.

2.2 NON-PRESSURE-TYPE TRANSITION COUPLINGS

- A. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground non-pressure piping. Include ends of same sizes as piping to be joined and corrosion-resistant-metal tension band and tightening mechanism on each end.
 1. Sleeve Materials:
 - a. For Plastic Pipes: ASTM F 477, elastomeric seal or ASTM D 926, PVC.
 - b. For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.
- B. Unshielded, Flexible Couplings:
 1. Description: Elastomeric sleeve with stainless steel corrosion-resistant-metal tension band and tightening mechanism on each end.
- C. Shielded, Flexible Couplings:
 1. Description: ASTM C 1460, elastomeric or rubber sleeve with full-length, corrosion-resistant stainless steel outer shield and corrosion-resistant stainless steel tension band and tightening mechanism on each end.

2.3 PRESSURE-TYPE PIPE COUPLINGS

- A. Metal, bolted, mechanical joint sleeve, reducing or transition coupling, for joining underground pressure piping. Include 200-psig minimum pressure rating and ends of same sizes as piping to be joined.
 1. Gasket Material: Natural or synthetic rubber.
 2. Metal Component Finish: Corrosion-resistant coating or material.

2.4 DEFLECTION FITTINGS

- A. Ductile-Iron Deflection Fittings:
 1. Description: Compound coupling fitting with ball joint, flexing section, gaskets, and restrained-joint ends complying with AWWA C110 or AWWA C153. Include rating for 250-psig minimum working pressure and for up to 15 degrees of deflection.

2.5 BACKWATER VALVES

A. PVC Backwater Valves:

1. Description: Horizontal type; with PVC body, PVC removable cover, and PVC swing check valve.

2.6 CLEANOUTS

A. PVC Cleanouts:

1. Description: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of same material as sewer piping.

2.7 MANHOLES

A. Standard Precast Concrete Manholes:

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
3. Riser Sections: Of length to provide depth indicated.
4. Top Section: Eccentric-cone type unless flat-slab-top type is required; with top of cone of size that matches grade rings.
5. Section Joint Sealant: ASTM C 443 rubber gasket.
6. Resilient Pipe Connectors: ASTM C 923 rubber boot, cast or fitted into manhole walls, for each pipe connection. Boot shall result in a water-tight connection conforming to the performance requirements of ASTM C 443.
7. Steps: Cast Iron steps conforming to the performance standards of ASTM C 478. Omit steps if total depth from floor of manhole to finished grade is less than 48. Cast or anchor steps into sidewalls at 16-inch intervals inches.
8. Grade (Adjusting) Rings: Reinforced-concrete rings, with diameter matching manhole frame and cover, and with height as required to adjust manhole frame and cover to indicated elevation and slope. Minimum and maximum per drawings.

B. Manhole Frames and Covers:

1. Description: Include indented top design with lettering cast into cover, using wording equivalent to "SANITARY SEWER."
2. Material: ASTM A 48, Class 35 gray, Grade 80-55-06 ductile iron unless otherwise indicated.

C. External Chimney Seal:

1. Description: Rubber sleeves shall be extruded from a high-grade rubber compound meeting the applicable requirements of ASTM C923. Sleeves shall be double, or triple pleated with a minimum unexpanded vertical height of 8 inches, a minimum thickness of 3/16 inch, capable of expanding not less than 2 inches vertically when installed.
2. Screws, bolts and nuts: Stainless steel, ASTM F-593 and 594 Type 304
3. Expansion Bands shall be 16 gauge thickness, 1 ¼ inches wide and made of stainless-steel meeting the requirements of ASTM A240, Type 304.

2.8 CONCRETE

A. General: Cast-in-place concrete complying with ACI 318, and the following:

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

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- B. Portland Cement Design Mix: 4000 psi minimum.
 - 1. Reinforcing Fabric: ASTM A 185, steel, welded wire fabric, plain.
 - 2. Reinforcing Bars: ASTM A 615, Grade 60, deformed steel.

- C. Manhole Channels and Benches: Factory or field formed from concrete. Portland cement design mix, 4000 psi minimum. Include channels and benches in manholes.
 - 1. Channels: Concrete invert, formed to same width as connected piping, with height of vertical sides to three-fourths of pipe diameter. Form curved channels with smooth, uniform radius and slope.
 - a. Invert Slope: 1 percent through manhole.
 - 2. Benches: Concrete, sloped to drain into channel.
 - a. Slope: 8 percent.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavating, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground sanitary sewer piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.

- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for using lubricants, cements, and other installation requirements.

- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.

- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.

- E. Install gravity-flow, non-pressure, drainage piping according to the following:
 - 1. Install PVC Type PSM sewer piping according to ASTM D 2321 and ASTM F 1668.

- F. Install force-main, pressure piping according to the following:
 - 1. Install piping with restrained joints at tee fittings and at horizontal and vertical changes in direction. Use corrosion-resistant rods, pipe or fitting manufacturer's proprietary restraint system, or cast-in-place-concrete supports or anchors.
 - 2. Install PVC pressure piping according to AWWA M23 or to ASTM D 2774 and ASTM F 1668.

- G. Clear interior of piping and manholes of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed. Place plug in end of incomplete piping at end of day and when work stops.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure, drainage piping according to the following:
 - 1. Join PVC Type PSM sewer piping according to ASTM D 2321 and ASTM D 3034 for elastomeric-seal joints or ASTM D 3034 for elastomeric-gasket joints.
 - 2. Join dissimilar pipe materials with non-pressure-type couplings.
- B. Join force-main, pressure piping according to the following:
 - 1. Join PVC pressure piping according to AWWA M23 for gasketed joints.
 - 2. Join dissimilar pipe materials with pressure-type couplings.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Form continuous concrete channels and benches between inlets and outlet.
- D. Set tops of frames and covers flush with finished surface.
- E. Install manhole chimney seal per manufacturer's instructions

3.5 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318.

3.6 BACKWATER VALVE INSTALLATION

- A. Install horizontal-type backwater valves in piping manholes or pits.
- B. Install combination horizontal and manual gate valves in piping and in manholes.
- C. Install terminal-type backwater valves on end of piping and in manholes. Secure units to sidewalls.

3.7 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts, and use cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
 - 1. Use Heavy-Duty, top-loading classification
- B. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

3.8 CLOSING ABANDONED SANITARY SEWER SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping where to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 24-inch thick, concrete bulkheads.
- B. Abandoned Manholes: Excavate around manhole as required and use procedure below:
 - 1. Remove manhole and close open ends of remaining piping.

- C. Backfill to grade according to Division 31 Section "Earth Moving."

3.9 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Submit separate report for each system inspection.
 - 2. Defects requiring correction include the following:
 - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
 - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
 - 2. Test completed piping systems according to requirements of authorities having jurisdiction.
 - 3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
 - 4. Submit separate report for each test.
 - 5. Hydrostatic Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction and per Exfiltration and Infiltration Method Procedures per the Standard Specifications for Water and Sewer Construction in Illinois latest edition where no separate written standards exist:
 - 6. Air Tests: Test sanitary sewerage according to requirements of authorities having jurisdiction, UNI-B-6, and the following:
 - a. Option: Test plastic gravity sewer piping according to ASTM F 1417
 - 7. Force Main: Perform hydrostatic test after thrust blocks, supports, and anchors have hardened. Test at pressure not less than 1-1/2 times the maximum system operating pressure, but not less than 150 psig.
 - a. Ductile-Iron Piping: Test according to AWWA C600, "Hydraulic Testing" Section.
 - b. PVC Piping: Test according to AWWA M23, "Testing and Maintenance" Chapter.
 - 8. Manholes: Perform hydraulic test according to ASTM C 969.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.

3.10 CLEANING

- A. Clean dirt and superfluous material from interior of piping.

END OF SECTION 33 31 00