

# Project Manual

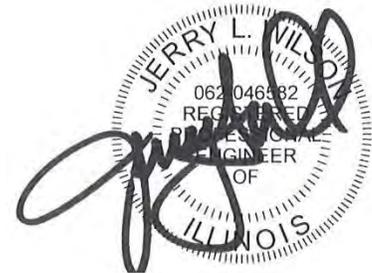
Project Title:  
Asbestos Abatement for 2026 Vestibule Renovations

Location:  
Putnam County Junior High  
13183 N. 350th Avenue  
McNabb, IL 61335

Owner:  
Putnam County C.U.S.D. 535  
400 E. Silverspoon, P.O. Box 607  
Granville, IL 61326

Project Manual Date:  
March 3, 2026

IDEAL Number:  
26905B



License Number: 062-046582

License Expiration Date: 11/30/2027



**PROJECT MANUAL**

TOC - Table of Contents & Definitions

BY:

**IDEAL Environmental Engineering, Inc.**  
2904 Tractor Lane, Bloomington IL 61704  
(309) 828-4259

Ideal Number **26905B**

**PROJECT MANUAL FOR:**

**Asbestos Abatement for 2026 Vestibule Renovations  
Putnam County C.U.S.D. 535  
Putnam County Junior High / 13183 N. 350th Avenue / McNabb, IL 61335**

**DATE: March 3, 2026**

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## **PROJECT MANUAL**

### TOC - Table of Contents & Definitions

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#### DEFINITIONS AND ABBREVIATIONS

ACM:	Asbestos-containing material or asbestos-contaminated material
AHERA:	Asbestos Hazard Emergency Response Act
AIA:	American Institute of Architects
APM:	Asbestos Project Manager: Engineer's on-site representative tasked with documenting Contractor's compliance with the Project Specifications and applicable regulations. The individual shall be licensed by IDPH, as applicable.
ASP:	Air Sampling Professional: Engineer's on-site representative tasked with collecting and analyzing daily air samples as required by IDPH regulation, and collection of clearance air samples. The individual shall be licensed by IDPH, as applicable.
APM/ASP:	Asbestos Project Manager and Air Sampling Professional: A single individual performing the role of both APM and ASP, as allowed by IDPH. The individual shall be licensed by IDPH for both professions, as applicable.
ASHARA:	Asbestos School Hazard Abatement Reauthorization Act
CFR:	Code of Federal Regulation
DOL:	Department of Labor
DOT:	Department of Transportation
EPA:	Environmental Protection Agency
f/cc:	Fibers per cubic centimeter
GFCI:	Ground-fault circuit interrupter
HEPA:	High efficiency particulate air
HVAC:	Heating ventilation and air conditioning
IDOL:	Illinois DOL
IDOT:	Illinois DOT
IDPH:	Illinois Department of Public Health
IEPA:	Illinois EPA
MAP:	Asbestos Model Accreditation Plan
Mastic:	Any glue or adhesive used to bond one material to another.
NEC:	National Electric Code
NESHAP:	National Emission Standards for Hazardous Air Pollutants
NIOSH:	National Institute for Occupational Safety and Health
OSHA:	Occupational Safety and Health Administration
PCM:	Phase Contrast Microscopy
Required:	Required shall mean required by asbestos rules and regulations or this specification.
RRP:	Renovation, Repair and Painting Program
S/mm <sup>2</sup> :	Structures per square millimeter
SDS:	Safety data sheet
TEM:	Transmission Electron Microscopy
UL:	Underwriters' Laboratories
USEPA:	United States EPA

#### ASBESTOS PROJECT DESIGNER:

Jerry L. Wilson, P.E.

Licensed Asbestos Project Designer #100-01338

END TOC.



## **BIDDING & CONTRACT REQUIREMENTS**

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Document 00030 – Invitation to Bid

Putnam County C.U.S.D. 535 will receive sealed bids for Asbestos Abatement for 2026 Vestibule Renovations at the Putnam County High School, 402 E. Silverspoon, Granville, IL and the Putnam County Junior High, 13183 N. 350th Avenue, McNabb, IL.

The work is to remove sheet flooring and associated mastic from the main entry vestibule of each building utilizing gross removal methods. The Date of Commencement is April 3, 2026. The Date of Substantial Completion is April 10, 2026.

Two (2) Mandatory Pre-Bid Meetings will be held on Wednesday, March 4, 2026. The first Mandatory Pre-Bid Meeting will begin at 1:30 p.m. at Putnam County High School, 402 E. Silverspoon, Granville, Illinois. Upon adjournment of the High School meeting, attendees shall proceed to Putnam County Junior High, 13183 N. 350th Avenue, McNabb, Illinois, where the second Mandatory Pre-Bid Meeting will be held at approximately 2:00 p.m. Attendance at both meetings is mandatory.

Please visit IDEAL Environmental Engineering's website at [www.idealenvironmental.com](http://www.idealenvironmental.com) to register, confirm pre-bid attendance and order the project manuals, project manual costs are listed on the website. Costs are non-refundable and must be ordered through the website.

The Bid Opening will be on Thursday, March 12, 2026, at 2:00 p.m. at Putnam County C.U.S.D. 535, 400 E. Silverspoon, Granville, IL 61326.

END 00030.





# AIA® Document A701® – 2018

## Instructions to Bidders

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

Asbestos Abatement for 2026 Vestibule Renovations  
Putnam County Junior High  
13183 N. 350th Avenue  
McNabb, IL 61335

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

Putnam County C.U.S.D. 535  
400 E. Silverspoon, P.O. Box 607  
Granville, IL 61326  
Telephone Number: (815) 882-2800  
Fax Number: (815) 882-2802

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

Ideal Environmental Engineering, Inc.  
2904 Tractor Lane  
Bloomington, IL 61704  
Telephone Number: 309-828-4259

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- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

### 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.

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 G812™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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## BIDDING & CONTRACT REQUIREMENTS

AIA Document A701-2018 Instructions to Bidders

### 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 Article 8 of these Instructions.

§ 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 Engineer, 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;
  - .1 Attendance of the scheduled Pre-Bid Meeting by the Bidder is required for Owner consideration of the submitted bid.
  - .2 Bidder is required to remain at the Pre-Bid Meeting until excused by the Engineer.
  - .3 Signed Pre-Bid Meeting Attendance Record shall serve as official record of Pre-Bid attendance. Lack of bidder signature on the Pre-Bid Meeting Attendance Record may result in non-consideration of bid submittal.
- .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.
- .7 the Bidder will perform all necessary and required operations, complete the Work, and repair all direct or indirect damages resulting from Bidder's operations at no extra cost to the Owner.

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## BIDDING & CONTRACT REQUIREMENTS

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### ARTICLE 3 BIDDING DOCUMENTS

#### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents from the issuing office designated in the advertisement or invitation to bid, for the document fee, if any stated therein. (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

Upon receipt of the document fee and finalization of the Specifications and Drawings, Bid documents will be emailed to the bidder or a paper copy may be available at the mandatory pre-bid meeting. A paper copy will be made available to the Bidder at the mandatory pre-bid meeting, if requested.

§ 3.1.2 Any required document fee is non-refundable.

§ 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 Engineer 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 Engineer 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 Engineer at least 72 hours (three 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.)

Clarifications and any interpretation will be issued under Addenda.

§ 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 Engineer 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.

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## BIDDING & CONTRACT REQUIREMENTS

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

§ 3.3.4 If the Engineer 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.)*

The email address and/or fax number provided by the Bidder on the Pre-Bid Meeting Attendance Record will be used for transmission of any Addenda.

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

§ 3.4.3 Addenda will be issued no later than two working days (48 hours) 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 No edits to entries made on paper bid form will be accepted. Bid Form shall not be modified, including conditional or qualifying statements, except as noted in Subparagraph 4.1.6.

§ 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.

.1 Evidence of legal authority to perform within the jurisdiction of the Work shall be a current copy of asbestos contractor license issued by the Illinois Department of Public Health and a current insurance certificate as required by the license.

§ 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:

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## BIDDING & CONTRACT REQUIREMENTS

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*(Insert the form and amount of bid security.)*

Bid security shall be provided in the amount of at least 10% of the bid (or highest combination of base bid and alternate bids) in the form of a surety bond.

§ 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 60 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 below:

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

One original and a copy of the Bid Form and all attachments as noted on the bid form shall be delivered via US Mail, Federal Express, UPS or hand delivered to the Owner at the address indicated on the first page of this AIA® Document A701™ – 2018 Instructions to Bidders.

§ 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 ASBESTOS ABATEMENT, the Project's name and location, 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 "ASBESTOS ABATEMENT 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 will not be accepted. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

### § 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 Engineer of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction

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## **BIDDING & CONTRACT REQUIREMENTS**

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where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Engineer, 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.

**§ 5.3.3** Notwithstanding the foregoing, it is the intent of the Owner to determine the lowest responsive and responsible Bidder based upon the cumulative total of the Bids submitted for both the Putnam County High School Project and the Putnam County Junior High School Project. The lowest Bidder shall be determined on the basis of the combined total for both Projects. Each Project shall remain subject to its own Bidding Documents and Instructions to Bidders, and a separate Contract shall be awarded for each Project.

### **ARTICLE 6 POST-BID INFORMATION**

#### **§ 6.1 Contractor's Qualification Statement**

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

- .1 Bidder may submit a photocopy of current CDB Prequalification with the Bid in lieu of Contractor's Qualification Statement.

#### **§ 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 Engineer:

- .1 Signed Agreement;
- .2 Performance Bond; and
- .3 Payment (or Labor and Materials) Bond; and
- .4 Copies of current insurance certificate.

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

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## **BIDDING & CONTRACT REQUIREMENTS**

AIA Document A701-2018 Instructions to Bidders

§ 6.3.3 Prior to the execution of the Contract, the Engineer will notify the Bidder if either the Owner or Engineer, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Engineer 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 Engineer 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 Engineer.

### **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

Payment and Performance Bonds are required and shall cover the full amount of the bid.

#### **§ 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.

§ 7.2.4 The Owner reserves the right to accept or reject all bonds.

### **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

§ 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor *(Paragraphs deleted)* Contractor Where the Basis of Payment is a Stipulated Sum.

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END AIA Document A701-2018 Instructions to Bidders.



Putnam County C.U.S.D. 535 / Putnam County Junior High  
26905B

Ideal Environmental Engineering, Inc. • (309) 828-4259 • [www.idealenvironmental.com](http://www.idealenvironmental.com)

A701-7  
March 3, 2026

**BIDDING & CONTRACT REQUIREMENTS**

Document 00300 – Bid Form

NAME OF FIRM: \_\_\_\_\_

(FULL LEGAL NAME)

FOR ASBESTOS ABATEMENT WORK

BID TO: Dr. Clayton Theisinger, Superintendent  
Putnam County C.U.S.D. 535 / 400 E. Silverspoon, P.O. Box 607 / Granville, IL 61326

PROJECT TITLE: Asbestos Abatement for 2026 Vestibule Renovations

PROJECT LOCATION: Putnam County Junior High / 13183 N. 350th Avenue / McNabb, IL 61335

THE BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDA: (Failure to acknowledge may cause bid rejection.)

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Each Bid shall include one original and one copy of:

- A. The Signed Bid Form
- B. Bid Security
- C. A legible photocopy of current IDPH Asbestos Contractor License
- D. Current insurance certificate as required for IDPH Asbestos Contractor License

BASE BID:

The Bidder agrees to perform all Work under this Base Bid for the lump sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

THE BIDDER AGREES TO COMPLY WITH THE CONTRACT DOCUMENTS. THE BIDDER MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS:

- A. The Bidder has carefully studied the Project Manual, including all applicable Addenda, and has made himself familiar with the conditions under which this Work will be performed.
- B. The Bidder acknowledges that extreme care has been taken in completing the Bid Form, including proper bid submittals, as the Bid Form and all submittals become a part of the Contract Documents.
- C. A surety company has agreed to issue Bonds required by the Bid Documents for this work if this Bid is accepted by OWNER.
- D. The Bidder is not barred from bidding on this Contract as a result of violating the bid rigging or bid rotating provisions contained in 720 ILCS 5/33E-3 and 33E-4 of the Illinois Revised Statutes.
- E. Where RRP is required for any portion of the Project, the Bidder is a certified firm with at least one certified renovator.

CONTRACTOR:

SIGNATURE:

Firm Name: \_\_\_\_\_

\_\_\_\_\_

Street Address: \_\_\_\_\_

Name: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

For Corporations only, Attested by:

Fax: \_\_\_\_\_

\_\_\_\_\_, Corporate Secretary

Date: \_\_\_\_\_

Contractor's Authorized Representative for this Project: \_\_\_\_\_

Contractor's Authorized Representative's Title: \_\_\_\_\_

Contractor's Authorized Representative's Email Address: \_\_\_\_\_

END 00300.



## BIDDING & CONTRACT REQUIREMENTS

AIA Document A201-2018 General Conditions of the Contract for Construction

# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*  
Asbestos Abatement for 2026 Vestibule Renovations  
Putnam County Junior High  
13183 N. 350th Avenue  
McNabb, IL 61335

### THE OWNER:

*(Name, legal status and address)*  
Putnam County C.U.S.D. 535  
400 E. Silverspoon, P.O. Box 607  
Granville, IL 61326

### THE ENGINEER:

*(Name, legal status and address)*  
Ideal Environmental Engineering, Inc.  
2904 Tractor Lane  
Bloomington, IL 61704

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### 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.

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

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A201-1  
March 3, 2026

## BIDDING & CONTRACT REQUIREMENTS

AIA Document A201-2018 General Conditions of the Contract for Construction

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## BIDDING & CONTRACT REQUIREMENTS

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## BIDDING & CONTRACT REQUIREMENTS

AIA Document A201-2018 General Conditions of the Contract for Construction

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## **BIDDING & CONTRACT REQUIREMENTS**

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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 Engineer. 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 Engineer or the Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Engineer or the Engineer's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

##### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Project Manual and 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 shall constitute the whole of the Project. The term "construction" shall also mean "abatement" and/or "execution" and shall encompass all methods of asbestos abatement, such as removal, encapsulation, enclosure and demolition.

##### **§ 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 Engineer and the Engineer'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.

#### **§ 1.2 Correlation and Intent of the Contract Documents**

*(Paragraphs deleted)*

**§ 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

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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** 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 Engineers.

### **§ 1.4 Interpretation**

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

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

*(Paragraphs deleted)*

**§ 1.5.1** The Engineer and the Engineer'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 Engineer's or Engineer'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, Engineer, and the Engineer's consultants.

### **§ 1.6 Notice**

*(Paragraphs deleted)*

**§ 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.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

*(Paragraphs deleted)*

**§ 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

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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 Engineer 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**

*(Paragraphs deleted)*

**§ 2.2.1** Prior to submittal of bid 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.

**§ 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**

*(Paragraphs deleted)*

**§ 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 Engineer lawfully licensed to practice Engineering, or an entity lawfully practicing Engineering, in the jurisdiction where the Project is located. That person or entity is identified as the Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Engineer 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 Engineer.

**§ 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.

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§ 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 Engineer and the Engineer 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 Engineer'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 Engineer, 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

*(Paragraphs deleted)*

§ 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.

.1 The Contractor's authorized representative shall be an individual who will maintain intimate knowledge of the Project, has full knowledge of the rules and regulations under which the Project will be completed, and has authority to make decisions and sign all documents on behalf of the Contractor.

§ 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 Engineer in the Engineer'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

*(Paragraphs deleted)*

§ 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

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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 Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer 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 Engineer any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Engineer may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Engineer 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 Engineer 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**

*(Paragraphs deleted)*

**§ 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 Engineer, and shall propose alternative means, methods, techniques, sequences, or procedures. The Engineer shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Engineer 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**

*(Paragraphs deleted)*

**§ 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 Engineer in accordance with Section 3.12.8 or ordered by the Engineer in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order or Construction Change Directive.

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§ 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

*(Paragraphs deleted)*

§ 3.5.1 The Contractor warrants to the Owner and Engineer 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 Engineer, 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.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

*(Paragraphs deleted)*

§ 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 conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Project Manual or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project Manual, the Contractor shall promptly provide notice to the Owner and the Engineer before conditions are disturbed and in no event later than 7 days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if the Engineer 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 Engineer 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 Engineer shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Engineer's determination or recommendation, that party may submit a Claim as provided in Article 15.

*(Paragraph deleted)*

§ 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 Engineer. 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

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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

*(Paragraphs deleted)*

§ 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

*(Paragraphs deleted)*

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

- .1 Superintendent shall be an IDPH-licensed Asbestos Supervisor. For safety purposes, the Superintendent shall be able to speak, read and write the English language in an understandable manner.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Engineer of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Engineer may notify the Contractor, stating whether the Owner or the Engineer (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Engineer 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 Engineer 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

*(Paragraphs deleted)*

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Engineer'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 Engineer's approval. The Engineer'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 Engineer 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.

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

### **§ 3.12 Shop Drawings, Product Data and Samples**

*(Paragraphs deleted)*

**§ 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.

*(Paragraph deleted)*

**§ 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.

*(Paragraph deleted)*

**§ 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 Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Engineer 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 Engineer without action.

*(Paragraphs deleted)*

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Engineer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Engineer 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.

*(Paragraph deleted)*

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

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

**§ 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 Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Engineer of such deviation at the time of submittal and (1) the Engineer 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 Engineer'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 Engineer on previous submittals. In the absence of such notice, the Engineer'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 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

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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 Engineer 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 Engineer. The Owner and the Engineer 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 Engineer have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Engineer 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 Engineer at the time and in the form specified by the Engineer.

### **§ 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**

*(Paragraphs deleted)*

**§ 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**

*(Paragraphs deleted)*

**§ 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 Engineer 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 Engineer harmless from loss on account thereof, but shall

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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 Engineer. 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 Engineer.

### § 3.18 Indemnification

*(Paragraphs deleted)*

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer'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.

## ARTICLE 4 ENGINEER

### § 4.1 General

*(Paragraphs deleted)*

§ 4.1.1 The Engineer 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 Engineer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Engineer. Consent shall not be unreasonably withheld.

§ 4.1.3 The Engineer shall not have any duties or responsibilities relative to the Certificates of Insurance, the Performance Bond, or the Payment Bond, other than acting as a facilitator of the exchange of documents from the Contractor to the Owner.

### § 4.2 Administration of the Contract

*(Paragraphs deleted)*

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

§ 4.2.2 The Engineer 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 Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer 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.

§ 4.2.3 On the basis of the site visits, the Engineer 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 Engineer will not be responsible for the Contractor's

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failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer 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 Engineer in all communications that relate to or affect the Engineer's services or professional responsibilities. The Owner shall promptly notify the Engineer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Engineer's consultants shall be through the Engineer. 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.

*(Paragraphs deleted)*

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

§ 4.2.6 The Engineer has authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer 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 Engineer 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 Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Engineer 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 Engineer's action will be taken in accordance with the submittal schedule approved by the Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Engineer'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 Engineer'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 Engineer's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Engineer will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Engineer 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.

- .1 The Engineer may assign the inspection tasks to the APM and/or ASP.
- .2 The Engineer may assign the task of issuing the Certificate of Substantial Completion to the APM.

§ 4.2.11 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer'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 Engineer 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 Engineer 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.

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

### ARTICLE 5 SUBCONTRACTORS

#### § 5.1 Definitions

*(Paragraphs deleted)*

§ 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.

§ 5.1.3 Air samples collected and read for the Contractor shall not constitute a subcontracted service.

#### § 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 Engineer 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 Engineer may notify the Contractor whether the Owner or the Engineer (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Engineer 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 Engineer 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 Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer 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 Engineer 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 Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer 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,

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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.

§ 5.3.1 AIA Document A401 - Contractor-Subcontractor Agreement Form is the preferred form of subcontractor agreement.

### § 5.4 Contingent Assignment of Subcontracts (Paragraphs deleted)

§ 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

(Paragraphs deleted)

§ 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

(Paragraphs deleted)

§ 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.

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§ 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 Engineer 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 Engineer 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 Engineer will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

*(Paragraphs deleted)*

§ 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 Engineer. A Construction Change Directive requires agreement by the Owner and Engineer 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 Engineer 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.

### § 7.2 Change Orders

*(Paragraphs deleted)*

§ 7.2.1 A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor, and Engineer 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

*(Paragraphs deleted)*

§ 7.3.1 A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer, 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.

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*(Paragraph deleted)*

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

*(Paragraphs deleted)*

§ 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 Engineer 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 Engineer 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 Engineer;
- .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 Engineer 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 Engineer. 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 Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Engineer determines, in the Engineer's professional judgment, to be reasonably justified. The Engineer'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 Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be

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effective immediately and the Engineer 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 Engineer 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 Engineer'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 Engineer and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Engineer's order for a minor change without prior notice to the Engineer 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

*(Paragraphs deleted)*

§ 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 Engineer in accordance with Section 9.8.

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

### § 8.2 Progress and Completion

*(Paragraphs deleted)*

§ 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.

- .1 Contractor shall ensure sufficient number of licensed personnel are maintained on-site to achieve Substantial Completion within the Contract Time.

### § 8.3 Delays and Extensions of Time

*(Paragraphs deleted)*

§ 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 Engineer, 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 Engineer determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Engineer may determine.

- .1 Owner nor Engineer guarantee availability of an APM and/or ASP for more than 8-hour shift per day unless specified in the Contract Documents.
- .2 Lack of an available APM and/or ASP for more than the specified shift each day shall not provide the Contractor cause for not completing the work by the Substantial Completion Date.
- .3 Owner nor the Engineer guarantee availability of an APM and/or ASP for time required by the Contractor beyond the Substantial Completion Date.

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

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§ 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

*(Paragraphs deleted)*

§ 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 Engineer 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 Engineer. This schedule, unless objected to by the Engineer, 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 Engineer and supported by such data to substantiate its accuracy as the Engineer may require, and unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.2.1 The schedule of values shall be an itemized breakdown of the cost of the Contractor's work, and shall include, at a minimum, the following:

- .1 Costs for insurance, bonds, general requirements, overhead, and profit.
- .2 Costs for work by phase for a multi-phase project.
- .3 Costs for work by containment for a multi-containment project.

#### § 9.3 Applications for Payment

*(Paragraphs deleted)*

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Engineer 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 Engineer 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 Engineer, 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 AIA Document G702 - Application and Certificate for Payment is the required form of application for payment.

§ 9.3.1.4 All Application and Certificate for Payment shall include an original and two copies. Electronic versions (e.g., email) will not be accepted.

§ 9.3.1.5 At a minimum, Contractor shall submit one progress Application for Payment, consisting of the total contract amount minus required retainage, and one Final Application for Payment for the contract retainage. A single Application for Payment for the entire Contract amount may be rejected and returned to the Contractor for correction and resubmittal.

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

§ 9.3.3 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.

§ 9.3.4 The Contractor shall provide, at a minimum, the following backup documentation with each Application for Payment submitted for this Project:

- .1 Breakdown of work completed to date as compared to the schedule of values.
- .2 Waiver of Lien for work completed to date.
- .3 Certified [prevailing wage] payroll for all labor included on current Application for Payment, where applicable.
  - .1 U.S. Department of Labor WH-347 form shall be used, including all signatory statements.
- .4 RRP documentation required to be submitted to Owner, when applicable.

§ 9.3.5 Applications for Payment submitted that do not include all required backup documentation in a single submittal will be considered incomplete and returned to the Contractor.

### § 9.4 Certificates for Payment

*(Paragraphs deleted)*

§ 9.4.1 The Engineer will, within thirty 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 Engineer determines is properly due, and notify the Contractor and Owner of the Engineer'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 Engineer'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 Engineer to the Owner, based on the Engineer's evaluation of the Work and the data in the Application for Payment, that, to the best of the Engineer'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 Engineer. However, the issuance of a Certificate for Payment will not be a representation that the Engineer 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

*(Paragraphs deleted)*

§ 9.5.1 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Engineer cannot agree on a revised amount,

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the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer 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 Engineer'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 Engineer'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 Engineer 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 Engineer and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

*(Paragraphs deleted)*

§ 9.6.1 After the Engineer 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 Engineer.

§ 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 Engineer 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 Engineer 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 Engineer 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,

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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 Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within thirty 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 Engineer or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Engineer, 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**

*(Paragraphs deleted)*

**§ 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.

- .1 Substantial Completion shall be further defined as achievement of final clearance air, reestablishment of disrupted utilities, and removal of Contractor-installed materials and barricades sufficient to allow Owner to occupy the Work area.

**§ 9.8.3** Upon receipt of notification by Contractor Substantial Completion that has been achieved, the Engineer will promptly verify conditions to determine whether the Work or designated portion thereof is substantially complete. If the Engineer 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 Engineer. In such case, the Contractor shall then submit a request for another inspection by the Engineer to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Engineer 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.

**§ 9.8.6** The Contractor recognizes it is the intent of the Owner and Engineer that all dumpsters and waste receptacles be removed from the site, punchlist items completed, and damaged areas restored in a timely fashion, but not later than two working days following date of Substantial Completion. If punchlist items are not completed and damages are not restored within the required deadline, the Owner may contract completion to others and deduct the costs from payments due the Contractor. In the event the charges exceed the total balance due to the Contractor, Contractor shall reimburse Owner for amount of excess within thirty calendar days of receipt of the invoice.

### **§ 9.10 Final Completion and Final Payment**

*(Paragraphs deleted)*

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**§ 9.10.1** Upon receipt of notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly verify conditions and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. When the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer'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 Engineer'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 Engineer a Final Waiver of Lien for all Work performed under the Contract, including all subcontracted work. 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 Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, 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 Engineer 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.

### **§ 9.11 Liquidated Damages**

**9.11.1** Contractor will pay \$500 per day in Liquidated Damages for each day asbestos waste receptacle is not removed from the site beyond the time allowed by these Specifications.

**9.11.2** Contractor is to abide by the Project Manual. Failure to do so can result in added expense, loss and damage to Owner. Contractor shall be liable for and shall pay the Owner the sums hereinafter stipulated as Liquidated Damages for each consecutive calendar day of delay after the date established for Substantial Completion until the Work is substantially complete: One Thousand dollars (\$1,000.00). Where dates of Substantial Completion are established for portions of the work, liquidated damages shall apply to all Substantial Completion Dates.

- .1 Liquidated Damages are established because added expense, loss, and damage are not reasonably ascertainable and not as penalty to the Contractor.
- .2 Liquidated Damages imposed shall be deducted from the Contract amount.
- .3 In the event the amount of Liquidated Damages exceed the total balance due to Contractor, Contractor shall reimburse Owner for the amount of such excess within thirty calendar days of dated invoice from Owner.

### **§ 9.12 Contractor Surcharges**

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**9.12.1** Contractor is to abide by the Project Manual. Failure to do so can result in added expense, loss, and damage to Engineer and APM, ASP or APM/ASP. The following charges are established because added expense, loss, and damage are not reasonably ascertainable and not as penalty to Contractor. The charges will be invoiced to Owner. Owner will deduct the charges from the Contract amount due Contractor. In the event such amount exceeds the total balance due to Contractor, such excess may be billed directly to Contractor and shall be paid directly by Contractor to Engineer within 30 days of invoice date.

- .1 Contractor will pay \$100 per day for each day the Contractor is not supplying required submittals.
- .2 Contractor will pay \$1250 per day for each day the Contractor does not start the project on the Contract start date due to a fault of the Contractor. The charge is applicable regardless of achieving completion on or before the substantial completion date. Charge may be doubled if the project requires individual APM and ASP roles.
- .3 Contractor will pay \$1250 per day for failure to provide the APM, ASP and/or APM/ASP a minimum 24-hours notice of intent to cancel a previously scheduled workday. The charge is applicable regardless of achieving completion on or before the substantial completion date. Charge may be doubled if project requires individual APM and ASP roles.
- .4 Contractor will pay for all APM and ASP hours worked beyond the specified hours and scheduled days/shifts unless work was previously approved in writing by Engineer. Engineer's acknowledgment of additional on-site time needed by the Contractor to complete the Project or portion thereof shall not be construed as approval of revised schedule. The rate schedule is as follows:
  - .1 Monday-Friday, day shift, and for up to 8 hours: \$1,250 per shift
  - Monday-Friday, second shift, and for up to 8 hours: \$1,800 per shift
  - Monday-Friday, third shift, and for up to 8 hours: \$2,200 per shift
  - .2 Saturday, day shift, and for up to 8 hours: \$1,800 per shift
  - Saturday, second shift, and for up to 8 hours: \$2,200 per shift
  - Saturday, third shift, and for up to 8 hours: \$2,700 per shift
  - .3 Sunday or holiday, day shift, and for up to 8 hours: \$2,200 per shift
  - Sunday or holiday, second shift, and for up to 8 hours: \$2,700 per shift
  - Sunday or holiday, third shift, and for up to 8 hours: \$3,200 per shift
  - .4 Full shift rate applies regardless of number of hours worked during shift.
  - .5 For all projects located outside the Bloomington/Normal, Illinois city limits, daily travel, mileage and per diem may be billed.
- .5 Contractor will pay for TEM clearance air samples beyond the first five inside required samples.
- .6 Contractor will pay all costs associated with re-testing which arise from failure of Clearance Air Samples or other non-compliance with Contract Documents. Associated costs may include costs for APM, ASP, ASP/APM, laboratory fees, shipping, travel, and Engineer.
- .7 Contractor will pay for additional clearance air samples if Contractor elects to use more containments than specified.
- .8 Contractor will provide smoke tubes. If the Contractor requests smoke tubes, they will be provided by the APM, ASP or APM/ASP for \$100 per box. Smoke tubes will not be provided in individual quantities. Smoke tubes provided on a per box quantity.
- .9 Contractor will provide Lock-Out/Tag-Out supplies. If the Contractor requests Lock-Out/Tag-Out tags, they will be provided by the APM or APM/ASP for \$35 per tag.
- .10 Contractor will pay for all costs associated with the re-design of the Project, or any portion thereof, due to the Contractor's failure to follow Project Specifications, rules and/or regulations.

**9.12.2** Contractor will pay Engineer directly for additional services requested by the Contractor. Approval of Contractor's pay request may be withheld by the Engineer until such fees are paid in full by the Contractor to the Engineer. Contractor further agrees that any outstanding fees due to the Engineer at the time of the Contractor's pay request approval may be deducted from the Contractor's pay request.

- .1 Contractor will pay \$200 for each additional Variance Contractor requests which is not already included in the specifications, meeting minutes, or addenda.
- .2 Contractor will pay proposed amount for changes in design layout, CAD, and/or labor incurred at the request of the Contractor.
- .3 Contractor will pay proposed amount for OSHA-required PCM air samples that Contractor requests.

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## BIDDING & CONTRACT REQUIREMENTS

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### 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

*(Paragraphs deleted)*

§ 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 Engineer 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 Engineer.

§ 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

*(Paragraphs deleted)*

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if

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reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance not specifically included under the Work of this Project, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer in writing.

§ 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 Engineer 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 Engineer 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 Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Engineer have no reasonable objection. When the material or substance has been rendered harmless, or appropriate precautionary measures have been put in place, 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, Engineer, Engineer'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

*(Paragraphs deleted)*

§ 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, Engineer, and Engineer's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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**§ 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. The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified below or required by law, whichever coverage is greater. Contractor's General Liability Insurance shall be on an occurrence basis and not contain an exclusion for asbestos. If Contractor's General Liability Insurance contains an exclusion for asbestos, Contractor may carry asbestos liability insurance on a separate occurrence-based policy. The Owner shall be listed as the Certificate Holder, and the Owner and Engineer shall be listed as additional insureds under the Contractor's policy. Coverages shall be maintained without interruption from date of commencement of the Work until date of final payment.

- .1 The limits for Worker's Compensation and Employers' Liability insurance shall meet statutory limits mandated by State and Federal Laws.
- .2 The limits for Commercial General Liability insurance including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including endorsement for transportation of asbestos) shall be as follows:

\$1,000,000.00 Each Occurrence  
\$1,000,000.00 General Aggregate  
\$1,000,000.00 Personal and Advertising Injury  
\$1,000,000.00 Products-Completed Operations Aggregate

- .3 Automobile Liability insurance (owned, non-owned and hired vehicles) for bodily injury and property damage shall be as follows:  
  
\$500,000.00 Each Accident
- .4 Umbrella or Excess of Loss Coverage. If the limits specified in Clause 11.1.2.2 and 11.1.2.3 are not met, an Umbrella or Excess Liability policy of equivalent limits and subject to the same aggregates is acceptable.

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

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.

### **§ 11.2 Owner's Insurance** (Paragraphs deleted)

**§ 11.2.1** 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.

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**§ 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.

### § 11.3 Waivers of Subrogation

*(Paragraph deleted)*

**§ 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 Engineer and Engineer'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 Engineer, Engineer'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.

*(Paragraphs deleted)*

### § 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 Engineer 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

*(Paragraphs deleted)*

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§ 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 Engineer and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Engineer 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

*(Paragraphs deleted)*

§ 12.1.1 If a portion of the Work is covered contrary to the Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer'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 Engineer has not specifically requested to examine prior to its being covered, the Engineer 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 Engineer 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 Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

- .1 Work required by the Engineer to correct defective work shall be treated by Contractor as priority so as to not delay the project schedule or the work of other contractors.

##### § 12.2.2 After Substantial Completion

*(Paragraphs deleted)*

§ 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 Engineer, the Owner may correct it in accordance with Section 2.5.

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§ 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

*(Paragraphs deleted)*

§ 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

*(Paragraphs deleted)*

§ 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, Engineer, 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

*(Paragraphs deleted)*

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§ 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 Engineer timely notice of when and where tests and inspections are to be made so that the Engineer 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 Engineer, 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 Engineer 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 Engineer of when and where tests and inspections are to be made so that the Engineer 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 Engineer'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 Engineer.

§ 13.4.5 If the Engineer is to observe tests, inspections, or approvals required by the Contract Documents, the Engineer 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.

### § 13.6 Regulations

§ 13.6.1 Contractor shall perform all Work in accord with regulatory requirements, statutes, rules and regulations, and standards, or portions thereof, in effect at the date of the Project Manual, unless otherwise specified. Statutory requirements and other standards are incorporated by reference to the same effect as though repeated herein at length.

§ 13.6.2 In accordance with Illinois Revised Statute, Chapter 48, Paragraphs 269-275, preference in employment on public works projects shall be given to citizens of the United States who have resided in Illinois for at least one year.

§ 13.6.3 All Work will conform to the latest revision of State of Illinois Regulations Part 175 "Efficient and Adequate Standards for Building Specifications for the Construction of Schools" February 1989, and/or Part 185 "Building Specifications for Health/Life Safety in Public Schools" September 1989, both issued by the Illinois State Board of Education (ISBE), or any applicable successor regulations.

### § 13.7 Kotecki Waiver

§ 13.7.1 Contractor (and any subcontractor, into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

*(Paragraphs deleted)*

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§ 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 Engineer 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 Engineer, 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 Engineer, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

*(Paragraphs deleted)*

§ 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 Engineer 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 Engineer'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.

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### § 14.3 Suspension by the Owner for Convenience

*(Paragraphs deleted)*

§ 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

*(Paragraphs deleted)*

§ 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

*(Paragraphs deleted)*

§ 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 Engineer, if the Engineer is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 7 days after occurrence of the event giving rise to such Claim or within 7 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.

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### § 15.1.4 Continuing Contract Performance

*(Paragraphs deleted)*

§ 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 Engineer 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

*(Paragraphs deleted)*

§ 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

*(Paragraphs deleted)*

§ 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 Engineer 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.

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§ 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 Engineer, if the Engineer 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

*(Paragraphs deleted)*

§ 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.

Int.

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## BIDDING & CONTRACT REQUIREMENTS

AIA Document A201-2018 General Conditions of the Contract for Construction

**§ 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

*(Paragraphs deleted)*

**§ 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

*(Paragraphs deleted)*

**§ 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.

Int.

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END OF AIA DOCUMENT A201-2018 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.



## **BIDDING & CONTRACT REQUIREMENTS**

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Document 00825 – Prevailing Wage Act

Pursuant to the Wages of Employees on Public Works Act (820 ILCS 130/1 et seq.), these Specifications list on the following pages, the Illinois Department of Labor prevailing rate of wages for the county where the contract is being performed and for each craft of type of worker needed to execute the contract.

The Prevailing Wage Act regulates wages of laborers, mechanics, and other workers employed in any public works by the state, county, city, or any public body, or any political subdivision or by anyone under contract for public works, as amended (820 ILCS 130/1 et seq.), which provides in part that the Contractor, subcontractors, etc., shall pay to all laborers, workers, and mechanics performing work under these Specifications, not less than the prevailing rate of wages as determined by the Illinois Department of Labor. The Contractor shall prominently post the current Schedule of Prevailing Wages at the project site, and shall notify immediately in writing all its subcontractors, etc., of all changes in the Schedule of Prevailing Wages.

The Schedule of Prevailing Wages included in this Project Manual are for reference only. The Contractor, and their subcontractors are responsible to verify and pay the correct and applicable Prevailing Wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of the Contract into which the Contractor has entered with the Owner for completion of work included under these Specifications, shall be at the expense of the Contractor and not at the expense of the Owner or the Engineer.

Change orders shall be computed using the actual wage rates applicable at the time the change order work is scheduled to be performed.

Refer to the Illinois Department of Labor website: <https://www2.illinois.gov/idol> for current prevailing wage rates.

END 00825.



## **DIVISION 1 – GENERAL REQUIREMENTS**

Section 01010 – Project Summary

---

### **PROJECT INFORMATION**

#### **THE WORK OF THE PROJECT:**

##### **Base Bid:**

Remove sheet flooring and associated mastic (approximately 90 square feet) from the main entry vestibule utilizing gross removal methods.

#### **EXISTING CONDITIONS:**

Demolition activities are not necessary to make materials that are scheduled for removal accessible.

Disruption of the existing systems must be scheduled and coordinated with the Owner.

The Owner will continue to utilize portions of the building during completion of Contract Work.

Engineer and Contractor shall not be responsible for injury or any other issues caused due to the absence of materials being removed.

Contractor shall not be held responsible for pre-existing damage to the substrate material(s) under the flooring scheduled for removal as the condition of the material is not known. There may be cracks, gouges and/or pits present. Contractor shall be responsible for damage to the substrate material(s) determined by the Engineer to have been caused by the Contractor.

Contractor shall only perform activities necessary for asbestos removal and associated disposal, as specified in this Project Manual. No scrapping, recycling, removal of building components or furnishings will be permitted. No inquiries or exceptions will be allowed. Contractor shall be responsible for all costs associated with any unauthorized activity.

Contractor shall follow Owner's policies for the following:

1. Criminal Background Check
2. Tobacco Prohibition
3. Sexual Harassment
4. Drug- and Alcohol-Free Workplace

Contractor shall comply with all Executive Orders, including pandemic-related Executive Orders.

#### **RELATED WORK – WORK BY OTHERS:**

NONE

#### **VARIANCES:**

Variations may be requested from IDPH and/or IEPA. If Contractor elects to use approved variations, all terms, and conditions of both the request and approval shall be followed. Copies of any variance requested, and variance responses received as of the date of this Project Manual are attached at the end of this Section.

Contractor may request additional variations or alternative abatement methods or procedures in accord with the IDPH Rules for this Project. Submit variance requests to Engineer in writing. Do not perform any work involving variations or alternative methods until written approval from Engineer and required agencies is received. A change order shall be issued for all variations issued after bidding to adjust the price of the Project to reflect any cost savings due to approved variations.

Contractor shall be responsible for costs incurred by Engineer if additional variations are requested after the award of the Contract, as specified in the Supplemental General Conditions.

#### **CONTRACT:**

Construct Project under a single Asbestos Abatement contract. All work shown on the Bidding Documents is the responsibility of the Contractor, regardless of the trade or specialty involved.



## **DIVISION 1 – GENERAL REQUIREMENTS**

---

Section 01010 – Project Summary

### **CONTRACT TIME:**

#### **Base Bid:**

The Date of Commencement is April 3, 2026.

The Date for completion of all cleaning activities is April 8, 2026.

The Date of Substantial Completion is April 10, 2026.

The specified Contract Time includes a maximum of six (6) 4-hour shifts requiring an APM/ASP. The specified shifts include an 4-hour shift for clearance air sampling and analysis.

### **CLEARANCE MONITORING REQUIREMENTS:**

The Work includes one (1) contained area requiring clearance air monitoring with sample analysis by PCM.

### **SEQUENCING/SCHEDULING:**

Contractor shall perform all Work in accord with approved construction schedule.

Contractor shall allow a minimum of two working days following completion of cleaning activities for collection and analysis of clearance air samples for each contained area.

Contractor shall coordinate sequence of Work and schedule of operations with Engineer, Owner, and other contractors to ensure all Work will be accomplished before other contractors arrive on site. Daily activities shall be coordinated with the APM.

Sequence Work to allow Owner and other contractors to occupy the remainder of the building. Provide continuous operation of utilities in non-abatement areas during completion of Work; including, but not limited to, electrical, water systems, telephone, fire alarm, and (if possible) HVAC.

All work shall be done during a single 4-hour shift each day, between 12:00 p.m. and 5:00 p.m., unless approved in writing by the Engineer.

No work will be performed on weekends or holidays without prior written approval by Owner and Engineer.

END 01010.



## **DIVISION 1 – GENERAL REQUIREMENTS**

### Section 01060 – Regulatory Requirements

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#### **REQUIREMENTS INCLUDE:**

Contractor shall comply with all laws, rules and regulations governing the work.

If the Contractor observes the Contract Documents are at variance with specified codes, the Contractor shall notify the Engineer in writing immediately. The Engineer will process changes in accord with the General Conditions.

If the Contractor performs any work knowing or having reason to know that the work is contrary to such laws, rules and regulations and fails to so notify the Engineer, the Contractor shall pay all costs arising therefrom. However, it will not be the Contractor's primary responsibility to make certain that the Contract Documents are in accord with such laws, rules, and regulations.

#### **QUALITY ASSURANCE:**

The Engineer has designed the project with full knowledge of regulatory requirements and has copies of all specified regulations available for the Contractor's inspection.

The Contractor is to ensure copies of specified rules and regulations are readily available to the Contractor's personnel. Copies shall be available at the Contractor's expense from the source or publisher.

The Contractor is to ensure the Contractor's personnel are familiar with workmanship and installation requirements of specified rules and regulations.

#### **REGULATORY REQUIREMENTS:**

Source and requirements:

##### **IDPH:**

The Illinois Asbestos Abatement Act, as amended through Public Act 89-143 (105 ILCS 105/3).

The Rules for Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings in Illinois (77 Illinois Administrative Code 855), hereinafter referred to as IDPH Rules, are incorporated into these Specifications in their entirety by reference.

##### **IEPA & USEPA:**

NESHAP - 40 CFR 61, Subpart M.

AHERA - 1986 - 40 CFR 763.

MAP - Asbestos Model Accreditation Plan.

ASHARA - 1992.

RRP - Final Rule (40 CFR 745), when applicable.

##### **OSHA:**

Asbestos General Industry Standard (29 CFR 1910.1001).

Asbestos in Construction Standard (29 CFR 1926.1101).

Respiratory Protection (29 CFR 1910.134).

END 01060.



## **DIVISION 1 – GENERAL REQUIREMENTS**

### Section 01301 - Submittals

#### **REQUIREMENTS INCLUDE:**

Contractor shall make submittals to Engineer in accord with IDPH Rules for Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings in Illinois and these Specifications.

#### **RELATED REQUIREMENTS**

Specified elsewhere:

Section 02081 - Asbestos Abatement

#### **SUBMITTALS**

Contractor shall adhere to submittal requirements as follows:

1. All submittals shall be provided hole-punched for insertion into standard 3-ring binder.
2. Minimum submittal page size: 8-½ " by 11"
3. Maximum submittal page size: 11" by 17"

#### **SUBMITTAL SCHEDULE**

Contractor shall submit the following original documentation in a single submittal to Engineer a minimum of ten (10) working days after the initial receipt of the Contract from the Engineer:

1. Signed Contract.
2. Performance and Payment Bonds.
3. Current copy of Workers' Compensation Certificate of Insurance.
4. Current copy of Insurance Certificates with the Owner listed as Certificate Holder, and Owner and Engineer as Additional Insureds.
  - a. Automobile Liability
  - b. "Occurrence Type" General Liability including asbestos
5. Project schedule of values, in accord with the General Conditions.

Contractor shall submit the following documentation in a single submittal for approval to Engineer fifteen (15) working days prior to commencement of work:

1. Documented evidence that the State of Illinois Demolition/Renovation/Asbestos Project Notification Form and any applicable county or city notifications, were filed with the appropriate agencies.
  - a. In the event removal quantities do not exceed the reportable quantities under NESHAP regulations, Contractor shall provide a courtesy notification letter to IEPA a minimum 15 working days prior to the date of commencement, or upon receipt of Notice of Award, whichever is later.
  - b. Contractor shall pay for and obtain any permits required prior to or during abatement activities.
2. Legible copy of current IDPH Asbestos Abatement Contractor license.
3. Legible documented evidence of the following for each asbestos supervisor assigned to the work on the Project employed by the Contractor. For asbestos workers and supervisors obtained from the local union hall, documentation shall be provided on the first day of the Project.
  - a. Current IDPH license.
  - b. Certificate for latest required refresher.
  - c. Current medical surveillance records.
  - d. Respirator training and most recent fit test certificate.
4. Name of project supervisor of record for the Project.
5. SDS for any solvents to be utilized for approval by the Engineer.
  - a. Where removal solvents are to be utilized, provide copy of the manufacturer's written requirements for neutralizing solvent residue following its use for mastic removal.
6. Copy of all subcontractor service agreements, including but not limited to waste hauling and disposal, and equipment rental agreements.
  - a. If no rental equipment is to be used in removal areas or to transport waste materials, a signed, written statement that no rental equipment will be used.
7. Results of materials testing conducted before the Project for purposes of utilization during abatement activities (e.g., testing of encapsulant for depth of penetration, testing of substitute materials for adherence to encapsulated surfaces).



## **DIVISION 1 – GENERAL REQUIREMENTS**

### Section 01301 - Submittals

---

Engineer will provide a full-time APM and a full-time Asbestos ASP during the performance of all asbestos work. This may be one person or two people.

Contractor shall maintain the following documentation at the Project site through the completion of Contract work.

1. A list of NIOSH approvals for all respiratory protective devices to be utilized on site, including manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
2. Documentation showing respiratory protection equipment is suitable for the task being performed, in accord with OSHA exposure assessment criteria.
3. Manufacturer's certification that HEPA vacuums, negative air pressure equipment, and other local exhaust ventilation equipment conforms to ANSI Z 9.2-79.
4. Documentation showing all materials and applicable equipment, including but not limited to showers, negative air machines, manometer, poly, suits, waste disposal bags, GFCI's, mastic removal solvents, etc., conform to applicable regulations and Project Specifications.
  - a. Where removal solvents are to be utilized, provide copy of the manufacturer's written requirements for neutralizing solvent residue following its use for mastic removal.

Contractor shall prepare and provide submittals in accord with IDPH 855.350.d to the APM, and if requested, the Engineer. Contractor shall not be allowed to commence daily project activities until the APM receives daily submittals for the previous day's activities. The Owner's equipment (e.g., copier) shall not be used for duplicating documents without permission from the Owner. The Contractor is responsible for providing copies of the daily submittals, including production of any necessary copies. Daily submittals shall include:

1. Daily narratives detailing abatement activities, including a review of progress with respect to previously established schedules, problems and actions taken, injury reports and equipment breakdown.
2. All transport manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the site during the previous day.
3. Worksite entry logs and containment entry logs documenting worker and visitor access to the site and the containment.
4. Logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, shower water filtration equipment and any other engineering controls used.
5. Any revisions to the start date, completion date, scope of project, waste disposal facility.
6. Analysis results for the OSHA compliance air sampling collected the previous day.
7. Where required for gross removal enclosures, documented evidence the negative pressure equipment maintained a minimum negative pressure differential of 0.02 inches water column, relative to outside ambient air pressure, at all times since the previous weekly status report. For all instances where the negative pressure differential dropped below 0.02 inches of water column, provide a written explanation of the cause and the action taken to correct the situation. Documented evidence shall include the record tape generated by automatic instrumentation.
8. Copy of any modified regulatory notification.
9. Documented evidence that any instrumentation used the previous day was calibrated in accord with manufacturer's specifications at the installation.

Contractor shall submit daily submittals for the final day of the project prior to leaving the site following achievement of clearance.

1. The final day's submittal shall include an As-Built drawings signed by the Contractor's on-site supervisor.

Contractor shall prepare and submit final report documentation to the Engineer prior to submitting the Final Application for Payment. Engineer shall not sign Architect's Certification of Payment until all report documentation as specified has been received, reviewed, and approved. The final documentation shall include:

1. Contractor license and insurance certificate if originals expired during the Project.
2. Documentation of disposal of waste disposal for through the last day of project, if not previously submitted, and in accord with applicable regulations, including Transport manifests, Trip tickets and Disposal receipts.

END 01310.



## **DIVISION 1 – GENERAL REQUIREMENTS**

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### Section 01416 – Quality Control

Contractor shall provide air monitoring of own personnel.

1. Provide a copy of all results to the APM within 24 hours.
2. Air sample analysis may **NOT** be performed by a subsidiary company, branch office, or parent company affiliated with the Contractor.
3. Licensed workers and/or licensed supervisors working on this project will not analyze air samples for OSHA compliance.

Contractor shall provide the APM a minimum 24-hour notice of intent to cancel a previously scheduled workday.

Contractor will not perform any Work or enter the work area unless the APM is on the site. Contractor will not commence any Work until approved by APM.

Contractor shall provide access to Work and cooperate with the Engineer, Owner, APM and ASP or APM/ASP. Engineer, Owner, APM and ASP or APM/ASP may issue an emergency stop work order to the Contractor at any time for any reason at their sole discretion.

Contractor shall provide smoke tubes and bulbs.

Contractor shall provide the Engineer, Owner, APM and ASP or APM/ASP with suitable respirators, protective clothing, headgear and footwear.

Contractor will pay particular attention to complete precleaning and careful gross removal to keep air fiber counts low.

Contractor will furnish verification of compliance with Contract requirements for materials and equipment.

Contractor will furnish labor and facilities:

1. To provide access to work to be tested.
2. To obtain and handle air samples at site.
3. To facilitate inspections and tests.
4. For APM/ASP's exclusive use as office and storage.

END 01416.



## **DIVISION 1 – GENERAL REQUIREMENTS**

### Section 01510 – Temporary Utilities

---

Owner shall authorize use of existing facilities for temporary use.

1. Electrical power service.
2. Water Service.
3. Toilets.
4. Lighting.

Owner shall pay all costs of consumables used for utilities it furnishes.

Contractor shall provide and pay for extension or modification of Owner furnished services, and for restoration of services at completion of the Work.

Contractor shall provide, maintain, and pay for temporary utilities added to existing systems and removal and complete restoration at completion of the Work.

Contractor providing a temporary utility shall be responsible for all damage caused by a defect in such utility.

Contractor shall coordinate activities with Engineer.

Contractor shall regulate all parts of existing systems used for construction purposes and not overload systems. When project requirements exceed system capacity, provide separate system to meet needs. Prevent interference with Owner's normal use of system, safety, and orderly progress of work.

Contractor shall modify, supplement, and extend system to meet temporary utility requirements for project, subject to approval of Engineer and Owner.

Contractor shall provide a working power distribution panel with GFCI protection on all outlets for use during this project. A defective panel shall be repaired or replaced within 24 hours and shall not cause a delay in the project schedule. A temporary connection shall be made to a permanent power panel with sufficient capacity through a single, unspliced cable.

1. Contractor shall not utilize GFCI-protected extension cords in lieu of providing the power distribution panel without prior written approval of Engineer.
2. Contractor shall supply sufficient GFCI-protected outlets in the power distribution panel for his and APM/ASP equipment needs.

Contractor shall maintain strict supervision of use of temporary facilities.

Contractor shall conform with local, state, federal, and Owner's regulations, codes, and standards.

Contractor shall use only designated facilities, systems or portions thereof.

Contractor shall replace all components damaged by Contractor's use.

Contractor shall enforce safe practices.

Contractor shall prevent abuse of services and utilities.

Contractor shall prevent damage to finishes.

Contractor shall, on Owner's prior written authorization, obtain and pay for permits and inspections required by governing authorities.

Contractor shall protect system from freezing.

Contractor shall enforce sanitary practices. Clean restrooms and fixtures daily.

Contractor shall provide and maintain lighting to comply with lighting requirements.



## **DIVISION 1 – GENERAL REQUIREMENTS**

### Section 01510 – Temporary Utilities

---

Contractor shall provide at least the minimum lighting levels, as approved by the APM for:

1. Adequate illumination for safe movement of authorized persons.
2. Adequate illumination for public safety.
3. Special warning lighting for hazardous conditions.
4. Abatement needs.
5. Safe working conditions throughout project.
6. Emergency lighting for safe exiting of work areas in case of power failure.

Contractor shall use standard products, meeting UL requirements:

1. Provide heavy-duty guards on fixtures.
2. Provide appropriate types of fixtures and receptacles for environment in which used, in accordance with NEC and NEMA standards.
3. Lights shall be covered with safety guard or deeply recessed in reflector.
4. Do not suspend by their electric cords.
5. Mount temporary lighting at height to adequately illuminate the work area.

Contractor materials may be new or used, but shall be adequate for purposes used, shall not create unsafe or unsanitary conditions, nor violate applicable codes.

Contractor shall install work in neat and orderly manner.

Contractor shall make structurally, mechanically and electrically sound throughout.

Contractor shall maintain safe and continuous service and working conditions.

Contractor shall modify and extend systems as work progresses.

Contractor shall completely remove temporary materials and equipment upon Owner's prior written authorization.

Contractor shall be responsible for all damages caused by his personnel. All repairs beyond minor paint touch up shall be performed by professional contractors specializing in the specific trade.

END 01510.



## **DIVISION 1 – GENERAL REQUIREMENTS**

### Section 01525 – Construction Aids

---

Contractor shall provide and maintain construction aids and equipment for personnel use and as necessary to facilitate execution of the Work:

1. Temporary enclosures.
2. Ladders.
3. Lifts.
4. Scaffolds.
5. Chutes.

Contractor materials may be new or used. They must be suitable for purpose. Comply with requirements of codes and standards.

Contractor shall maintain existing facilities and equipment in first class condition.

Contractor shall consult with Engineer, review site conditions and factors which affect construction procedures and construction aids, including adjacent properties and facilities which may be affected by execution of the Work.

Contractor shall relocate construction site aids as construction progresses to expedite storage or Work requirements and to accommodate legitimate requirements of Owner and other contractors at the site.

Contractor shall completely remove temporary materials, equipment, and services:

1. When construction needs can be met by authorized use of permanent facilities.
2. At project completion.

Contractor shall clean and repair damage caused by installation or use of temporary facilities.

Contractor shall restore existing permanent facilities used for temporary purposes to original condition.

END 01525.



## **DIVISION 1 – GENERAL REQUIREMENTS**

### Section 01620 – Storage and Protection

---

Contractor shall provide and maintain storage for materials and equipment and protection and security for stored materials and equipment, on and off site.

Contractor materials and equipment may be new or used, but shall be serviceable, adequate for purpose, and shall not create unsafe conditions nor violate codes.

Contractor shall, for duration of storage period, provide materials which will provide proper protection against the elements or other harmful environmental conditions. Materials shall be:

1. Of sufficient strength and durability for proposed use.
2. Recommended by manufacturer of products or equipment to be protected.
3. Non-staining.
4. Non-hazardous.

Contractor shall only store materials in locations as authorized by Engineer and Owner.

Contractor shall not exceed capacity of structure.

Contractor shall not inhibit use of:

1. Fire exits.
2. Fire lanes.
3. Parking.
4. Owner's operations.

Contractor shall store combustible materials in accordance with Fire Marshal's regulations.

Contractor shall protect all products and equipment from damage.

1. Store moisture or water vulnerable materials off grade.
2. Maintain integrity of shipping cartons until ready for installation.
3. Provide separate storage for combustible and non-combustible products.
4. Follow storage recommendations of product and equipment manufacturers.
5. Other methods will be subject to Engineer's prior written approval.

END 01620.



## **DIVISION 2 – GENERAL REQUIREMENTS**

Section 02081 – Asbestos Abatement

---

### **WORK INCLUDES**

#### **By Contractor:**

Complete removal and legal disposal of all ACM as described in this Project Manual, as shown on Drawings and/or revisions thereof, and as indicated by Addenda or approved Change Order.

Verify all quantities, dimensions, and measurements on-site. Listed quantities, dimensions, and measurements are estimates only.

Provide an IDPH-licensed supervisor at all times the Contractor is on-site performing abatement activities.

Provide sufficient number of experienced, licensed personnel to complete project within specified schedule.

Any questions or clarifications shall be directed to the Engineer.

#### **By Engineer:**

Provide for duties of APM and ASP.

#### **By Owner:**

Remove and store all loose items Owner wants to keep from the Work areas prior to start of Work in the area. All other loose items shall be removed by Contractor as ACM.

Move all previously cleaned furnishings back into accepted cleaned areas after completion of Work.

Perform its responsibilities in accord with referenced Parts of the IDPH Rules for Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings in Illinois.

### **RELATED WORK – NOT APPLICABLE**

#### **RELATED REQUIREMENTS**

##### **Specified elsewhere:**

Section 01010 – Project Summary

Section 01060 – Regulatory Requirements

Section 01301 – Submittals

Section 01416 – Quality Control

#### **AUTHORITY TO STOP WORK**

IDPH, Engineer, APM, Owner, or any state or federal agent may issue emergency stop work orders to the Contractor.

Emergency stop work orders may be issued at any time conditions are not within these Specifications and applicable regulations.

Removal shall not begin again until the conditions initiating the stop work order have been corrected and corrective actions have been taken to the satisfaction of the Engineer and/or the Owner.

Time, materials, and analytical samples required to resolve violations shall be at the expense of the Contractor.

#### **PROTECTION**

Contractor shall provide protection for personnel (including visitors) and building in accord with all applicable rules and regulations and this Project Manual. Protection shall include protective disposable clothing and proper respiratory protection.

#### **SITE SAFETY**

Contractor shall be solely responsible for site safety in accord with the General Conditions.



## **DIVISION 2 – GENERAL REQUIREMENTS**

### Section 02081 – Asbestos Abatement

Contractor shall provide Site Safety Plan to the APM on the first day of the project, including, at a minimum: APM, ASP, and Contractor's supervisor telephone numbers.

1. Name, address and telephone number of nearest hospital or emergency care facility.
2. Written directions or map to nearest hospital or emergency care facility.

Contractor shall provide sufficient fire extinguishers to adequately protect the site. At a minimum, Contractor shall provide fire extinguishers at the following locations:

1. Entrance to the worker decontamination enclosure system.
2. Entrance to the equipment decontamination enclosure system.
3. At sufficient locations inside the containment, as to react quickly in the event of fire.

Fire extinguishers shall be capable of extinguishing fires resulting from chemicals and materials being used.

### **PRODUCTS/EQUIPMENT**

#### **ASBESTOS ABATEMENT EQUIPMENT**

Contractor shall use only materials and equipment complying with the IDPH Rules and this Project Manual.

Contractor shall use clear disposal bags 6-mil in thickness. No equivalents are permitted. Opaque bags are not permitted.

Contractor shall use poly sheeting 4-mil and 6-mil as required by IDPH Rules. No equivalents are permitted.

### **RESPIRATORY PROTECTION**

During all segments of asbestos removal and cleanup activities, respirator usage shall be always required for personnel within the contained work areas. The Contractor shall provide respiratory protection in accord with exposure assessment for this project, OSHA and all applicable rules and regulations. Minimum respiratory protection is half-face air purifying respirators, unless otherwise approved by the Engineer.

When solvents or other chemicals are being used, Contractor shall provide approved respiratory protection as recommended in the manufacturer's SDS.

### **EXECUTION – GENERAL REQUIREMENTS**

#### **REGULATING WORK AREA**

Contractor shall use care when installing separation barriers, to not damage building materials, including walls, floors, and ceilings. The building materials may or may not contain asbestos. Identification of all asbestos-containing building materials is beyond the scope of these Specifications. Contractor shall assume at all suspect building materials contain asbestos and avoid disturbance to them. Contractor shall be responsible for all damages caused by the Contractor to building materials, including asbestos fiber release cleanup costs.

Contractor shall distribute keys and/or combinations to all locks utilized to establish the regulated work area.

### **EXECUTION – ASBESTOS REMOVAL GROSS & GLOVEBAG**

#### **PREPARATION:**

Contractor shall perform all work in accord with Title 77: Public Health Chapter, I: Department of Public Health, Subchapter: Hazardous and Poisonous Substance, Part 855 Asbestos Abatement for Public and Private Schools and Commercial and Public Buildings in Illinois.

Construct all necessary separation barriers needed to completely enclose the work area.

Construct worker decontamination facility (decon) at locations shown on the Drawings, in accord with IDPH Section 855.410 regulations.

1. The decon shall be wet cleaned and HEPA-vacuumed after each shift change and meal break.

Construct equipment decontamination facility enclosure system (load-out) at the locations shown on the Drawings in accord with IDPH Section 855.425 regulations using the same construction detail for the worker decon.

1. The chambers of the load-out shall be of sufficient size to handle the waste being generated. No more than one set of flapped doors shall be allowed to remain open at any time.
2. The load-out shall be wet cleaned upon completion of any waste removal.



## **DIVISION 2 – GENERAL REQUIREMENTS**

### Section 02081 – Asbestos Abatement

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#### **REMOVAL:**

Contractor shall perform all asbestos abatement work in accordance with IDPH (Section 855), NESHAP (40 CFR Part 61), and OSHA (29 CFR 1926.1101) and these Specifications.

Contractor shall not begin abatement work until the following requirements have been met and documented:

1. Enclosure systems shall be constructed, smoke tested, and documented by Contractor's supervisor.
2. The static negative pressure inside the work area was maintained a minimum 6 hours as documented by a manometer with a working strip chart recorder or monitored by the APM and Supervisor with written verification from the APM and Supervisor.
3. The APM shall approve the enclosure systems, including the testing and documentation.
4. All pre-abatement submittals, notifications, postings, and permits shall be provided and are satisfactory to the Engineer.
5. All equipment for abatement, cleanup and disposal shall be on hand.
6. All worker training and licensing shall be completed and on site.

#### **EXECUTION - MASTIC REMOVAL – GRINDING**

Contractor shall perform removal of mastic utilizing grinding.

All grinding tasks shall be completed in accordance with all Federal, State, and local regulations under full negative pressure in a gross removal containment.

All grinding equipment shall be equipped with appropriate shrouds and HEPA filtration devices for the type of grinding equipment that is being used. Refer to original equipment manufacturer's recommendations for dust collection and CFM requirements for type of equipment being used.

Equipment shall be equipped with an integrated water delivery system during removal to control visible emissions and comply with engineering and work practice control methods set forth in Section 1926.1153; Table 1

#### **ASBESTOS WASTE DISPOSAL PROCEDURES**

Contractor shall fully comply with current federal, state, and local waste hauling, transportation, and disposal regulations for the Project site.

Contractor shall document disposal of the waste by completing a written disposal certificate, signed by the landfill operator, and forwarding the original to the Engineer.

All waste shall be placed in containers, either 6-mil polyethylene bags or drums lined with 6-mil poly sheeting. Containers shall be sealed when full. ACM shall be double bagged when only polyethylene bags are used for disposal. Bags shall not be overfilled. The bags shall be sealed to prevent accidental opening and leakage by taping in gooseneck fashion. Bags shall not be sealed with wire or cord. Bags shall be decontaminated on the exterior surfaces by wet cleaning and labeled before being placed in clean drums (if applicable) and sealed with locking ring tops.

Large components shall be wrapped in two layers of 6-mil poly sheeting and secured with duct tape for transport to the landfill.

Contractor shall count or measure the volume of each filled container leaving the work area and maintain a written record of such.

Warning labels, in compliance with the most current OSHA, EPA, and DOT requirements, shall be affixed to the sides of all waste bags or transfer containers.

Generator labels must appear on all waste bags or transfer containers. The generator labels shall be legible and contain the following words: (\*Fill in actual information.)

Putnam County C.U.S.D. 535 / 400 E. Silverspoon, P.O. Box 607 / Granville, IL 61326

Putnam County Junior High / 13183 N. 350th Avenue / McNabb, IL 61335

\*Contractor Name / \*Contractor Address / \*Contractor City, State, Zip Code

All containerized waste shall be removed from the work area and the holding area daily. Contractor shall coordinate waste removal activities with APM and Owner so as not to interfere with building activities nor cross paths with the building occupants. Waste shall be transported to the dumpster or trucks in covered pushcarts or other leak tight vehicle of



## **DIVISION 2 – GENERAL REQUIREMENTS**

### Section 02081 – Asbestos Abatement

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sufficient size to handle waste and terrain. Contractor may temporarily store ACM in dumpsters or enclosed trucks at the site. The dumpster or enclosed truck shall be lined with one layer of 6-mil poly sheeting prior to placing waste containers in the dumpster or truck. Whenever trucks or dumpsters are being loaded or unloaded with asbestos waste, Contractor shall post signs in accord with the most current NESHAP STANDARD— “DANGER, ASBESTOS DUST HAZARD, CANCER AND LUNG DISEASE HAZARD, AUTHORIZED PERSONNEL ONLY.” The dumpster or enclosed truck shall be always locked when it is not actively being loaded.

Contractor shall transport all waste to an IEPA approved landfill. A waste shipment record, in accordance with the most current NESHAP Standard, shall be completed for each load of waste.

### **FINAL INSPECTION**

After a thorough cleaning and a high degree of cleanliness of the work area has been achieved, the Contractor shall notify the APM that the work area is ready for inspection and clearance air monitoring. The APM and the Contractor shall then visually inspect the work area for the detection of any visible asbestos dust or debris. If the visual inspection does not reveal any visible dust, debris or mastic residue, clearance air monitoring may commence.

Contractor shall take into consideration the conditions outside the work area before authorizing clearance air monitoring. By authorizing clearance air monitoring, Contractor accepts the conditions and activities outside the work area and determines they will have no impact on the clearance sampling event.

### **CLEARANCE AIR MONITORING AND ANALYSIS**

Clearance air samples will be collected in accordance with IDPH Rules.

Clearance air samples will be collected using aggressive air sampling techniques.

Clearance air sample analysis by PCM:

1. The clearance air samples will be analyzed in accord with the NIOSH 7400A methodologies.
2. Release criteria: All clearance air samples analyzed show less than or equal to 0.01 f/cc.

Contractor shall be responsible for all costs associated with failed clearance air samples, including, but not limited to, re-cleaning work area under the direction of the APM, recollection of clearance air samples by the ASP, and re-analysis of the clearance air samples.

### **RESTORATION AND REPAIRS**

Contractor shall repair all damage to the work areas occurring during the asbestos abatement activities. Contractor shall also restore the work areas to similar conditions of the areas before the asbestos removal work began, unless permitted otherwise by the Owner or by the Engineer under the direction of the Owner.

### **FINAL COMPLETION AND ACCEPTANCE**

The Project will be considered completed and will be accepted by the Owner when the following have occurred:

1. All equipment and materials brought to the site by the Contractor have been removed.
2. All punchlist items have been completed, including the following:
  - a. All residues from asbestos abatement activities, including tape residue, staples, etc., have been removed from the affected areas.
  - b. All damage to the work areas occurring during the asbestos abatement activities has been repaired to the satisfaction of the Owner.
3. All asbestos waste materials have been transported to an approved landfill and the signed waste manifest has been submitted to the Engineer.
4. All submittals required before, during, and after the project have been made by the Contractor and found to be satisfactory by the Engineer.

The Engineer will not approve the Contractor's final application for payment unless the Project is considered complete as noted above.

END 02081.



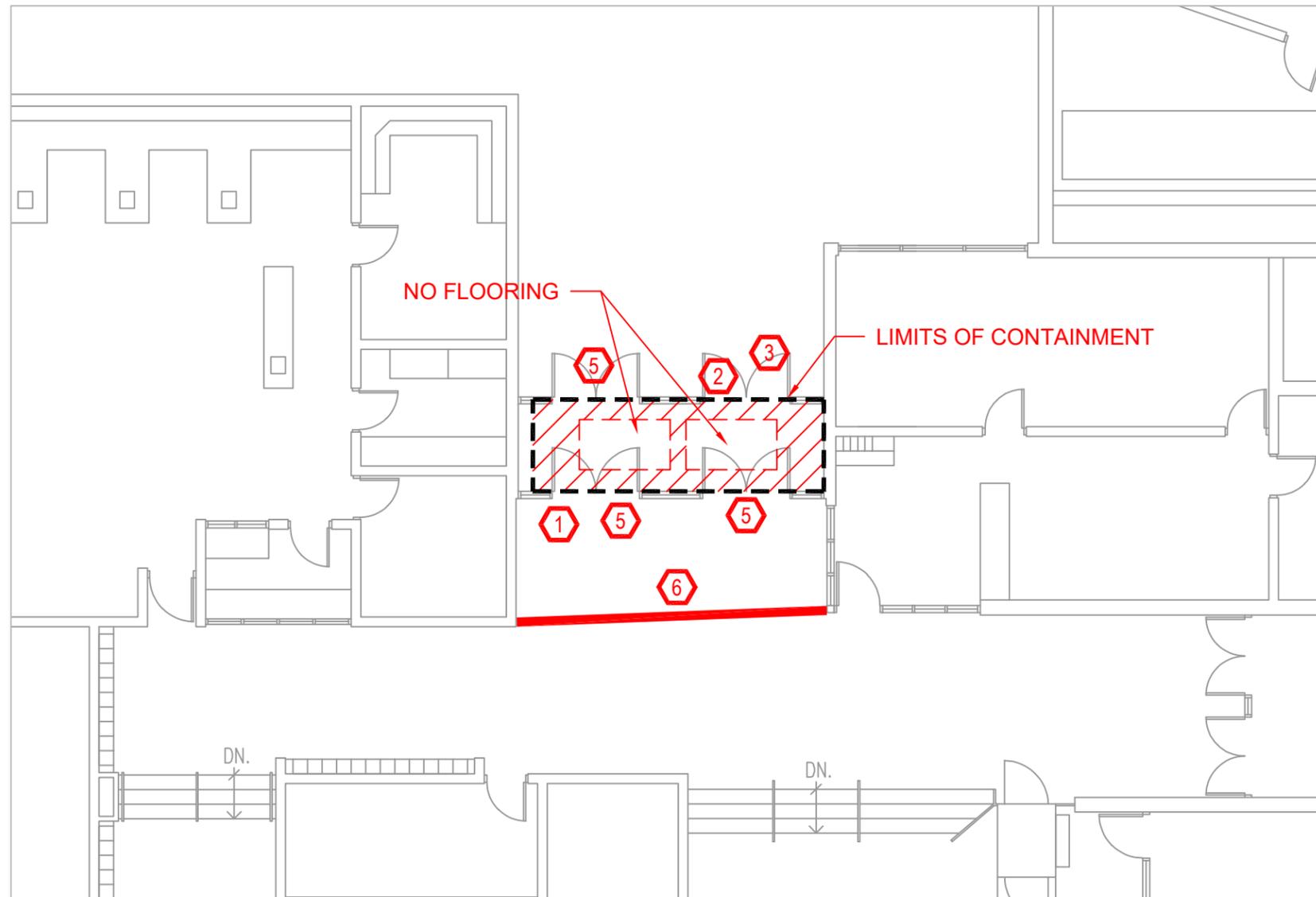
APPROXIMATE  
SCALE: 1"= 10'




\* ALL QUANTITIES AND DIMENSIONS ARE APPROXIMATE

**GENERAL NOTES**

1. SEE SECTION 01010 - PROJECT SUMMARY FOR DETAILED PROJECT INFORMATION
2. OWNER WILL REMOVE ALL MOVABLE OBJECTS FROM THE WORK AREA PRIOR TO DATE OF COMMENCEMENT.
3. CONTRACTOR MAY NOT UTILIZE GFCI-PROTECTED EXTENSION CORDS IN LIEU OF PROVIDING A TEMPORARY DISTRIBUTION PANEL WITH GFCI-PROTECTED OUTLETS.
4. BASE COVE AND ASSOCIATED MASTIC IN THE EAST CORRIDOR AREA, SHALL BE REMOVED DURING GROSS REMOVAL AS THE MASTIC IS ASBESTOS-CONTAINING. CONTRACTOR SHALL SCRAPE BASE COVE MASTIC TO SMOOTH SURFACE.
5. CONTRACTOR SHALL HEAT AND CLEANLY CUT FLOOR TILE TO ALLOW FOR INSTALLATION OF REPLACEMENT FLOORING WHERE FLOOR TILE EXTENDS UNDER FIXTURES THAT ARE NOT REMOVED.
6. CONTRACTOR SHALL UTILIZE GFCI-PROTECTED OUTLETS FOR HEPA EQUIPPED GRINDING EQUIPMENT USED ON SITE. USE OF CHEMICAL REMOVAL IS PROHIBITED IN ITS ENTIRETY.
7. CONTRACTOR SHALL PERFORM CONTINUOUS CARBON MONOXIDE MONITORING AT ALL TIMES WHEN UTILIZING GAS- OR LP-POWERED EQUIPMENT WITHIN THE CONTAINMENT; LP TANKS SHALL BE STORED OUTSIDE THE BUILDING WHEN NOT IN USE, WHERE CONTRACTOR IS UTILIZING GAS OR LP EQUIPMENT IN THE CONTAINMENT, THEY SHALL PROVIDE APPROPRIATE DUAL CONTAMINANT RESPIRATOR CARTRIDGES FOR ALL PERSONNEL ENTERING CONTAINMENT, AND ALL WORK SHALL BE PERFORMED IN FULL COMPLIANCE WITH OSHA, EPA, IDPH, AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL SAFETY REGULATIONS.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY CONTRACTOR'S PERSONNEL. ALL REPAIRS BEYOND FILLING NAIL/SCREW HOLES AND MINOR TOUCH UP PAINTING SHALL BE COMPLETED BY A SUB-CONTRACTOR SPECIALIZING IN FINISH WORK.



**KEYED NOTES**

-  5-CHAMBER DECONTAMINATION UNIT
-  2-CHAMBER WASTE LOAD-OUT
-  OPTIONS FOR NEGATIVE AIR EXHAUST THROUGH PLYWOOD INSERT
-  SECURE DOOR
-  SECURE DOOR AND PREP AS SEPARATION BARRIER IN ACCORD WITH IDPH 855.430.a
-  SEPARATION BARRIER IN ACCORD WITH IDPH 855.430.b, WITH LOCKABLE DOOR
-  REMOVE FLOORING AND ASSOCIATED MASTICS

REVISIONS	
NO.	DATE

DPS	DPS
DPS	JLW
DMS	JLW



**IDEAL**  
ENVIRONMENTAL  
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2904 Tractor Lane • Bloomington, Illinois • 61704  
(309) 828-4259 • www.idealenvironmental.com

CHANGES MADE TO THIS DRAWING ARE NOT VALID UNLESS THEY HAVE BEEN INITIALED AND DATED BY THE PROJECT DESIGNER.

*[Signature]*

PARTIAL FIRST FLOOR PLAN - BASE BID  
ASBESTOS ABATEMENT FOR 2026 VESTIBULE RENOVATIONS  
PUTNAM COUNTY CUSD 535 - PUTNAM COUNTY JUNIOR HIGH SCHOOL  
MCNABB, ILLINOIS

IDEAL NO. 26905B
DATE 03/03/2026
SHEET ASB-1

#100-01338

