

TABLE OF CONTENTS

PROCUREMENT AND CONTRACT REQUIREMENTS

00 01 00 COVER PAGE

00 01 01 PROJECT SCOPE

00 01 15 LIST OF DRAWING SHEETS

00 11 13 ADVERTISEMENT FOR BIDS

00 11 16 INVITATION TO BID

00 21 13 INSTRUCTIONS TO BIDDERS

00 25 13 PREBID MEETINGS

00 31 43 PERMIT APPLICATION

00 41 13 BID FORM

00 43 93 BID SUBMITTAL CHECKLIST

00 50 00 CONTRACTING FORMS AND SUPPLEMENTS

00 52 00 AGREEMENT FORM

00 72 00 GENERAL CONDITIONS

00 73 00 SUPPLEMENTARY CONDITIONS

01 26 00 CONTRACT MODIFICATION PROCEDURES

01 27 00 PREVAILING WAGE AND DRUG FREE WORKPLACE

01 29 00 PAYMENT PROCEDURES

01 30 00 ADMINISTRATIVE REQUIREMENTS

PROJECT MANUAL

FONDULAC DISTRICT LIBRARY UPGRADE
BOILER SYSTEM



Owner	Fondualc District Library 400 Richland St. East Peoria, IL 61611
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Construction Manager	ENTEC Services Inc. 4300 Entec Dr. Peoria, IL 61607
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Engineers	KEDbluestone, Inc. 707 N.E. Jefferson Ave. Peoria, IL 61603
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Foundulac District Library Upgrade Boiler System

This project involves the complete removal of the two existing natural gas condensing boilers and the installation of four (4) new high-efficiency Navien condensing boilers to improve system reliability and efficiency. This is a two-part demolition approach, with Boiler-1 coming out first, then install (4) new boilers in Boiler-1's place while Boiler -2 stays in operation. Remove Boiler-2 after the new system is fully operational.

Scope of Work

Demolition

1. Disconnect all electrical, gas, water, and venting connections from Boiler-1.
2. Isolate drain and remove Boiler-1 from site while keeping Boiler-2 in operation.
3. Move and re-pipe existing Expansion Tank (ET-1) to a temporary location in the boiler room. The tank is in the way in its current location for the installation of the new boilers.

Installation

1. Install new racking system for the (4) new "Navien NFB-399C" boilers on the existing pad where Boiler-1 was, (furnished by ENTEC).
2. Install (4) new Navien Boilers in place of Boiler-1, (furnished by ENTEC)
3. Supply and Install all required intake and venting through existing penetrations and field fabricated insulated panels through masonry exterior wall.
4. Supply and Install gas piping with necessary regulators, valves, and drip legs per code and manufacturer requirements.
5. Install condensate neutralizer for boiler drain, (furnished by ENTEC).
6. Connect to the existing hydronic piping system or reconfigure piping as needed.
7. Install circulation pumps per boiler manufacturer recommendations, (furnished by ENTEC).
8. BAS Controls by ENTEC.
9. Extend existing concrete pad per bid documents.
10. Move and re-pipe existing Expansion Tank (ET-1) to a final location in the Boiler room.
11. Supply and install or modify existing intake and exhaust venting systems compliant with local code and Navien specifications.
12. Fill, purge, and pressurize the hydronic system.
13. Startup, test and balance with TAB firm, and commissioning per manufacturer's procedures, (by ENTEC).
14. Insulate piping, label piping system.

Foundulac District Library Upgrade Boiler System

Demolition

1. Disconnect all electrical, gas, water, and venting connections from Boiler-2
2. Isolate drain and remove Boiler-2 from site.
3. Reconnect piping for final system operation.

END OF DOCUMENT

SECTION 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Fondulac District Library Upgrade Boiler System at Fondulac District Library in East Peoria Illinois, dated October 15th 2025, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:
- C.
 - 1. Mechanical, Electrical, Demolition and Installation Drawings
 - a. G000 COVER SHEET
 - b. M000 MECHANICAL TITLE SHEET
 - c. M100 MECHANICAL DEMO & NEW WORK
 - d. M500 MECHANICAL SCHEDULES & DETAILS
 - e. E000 ELECTRICAL TITL SHEET
 - f. E100 ELECTRICAL DEMO & NEW WORK
 - g. E500 ELECTRICAL SCHEDULES & DETAILS

END OF SECTION 000115

DOCUMENT 001113 - ADVERTISEMENT FOR BIDS

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders may submit bids for project as described in this Document. Submit bids according to the Instructions to Bidders.

B. Project Identification: Fondulac District Library Upgrade Boiler System.

1. Project Location: 400 Richland St, East Peoria, IL.

C. Owner: Fondulac District Library.

1. Owner's Representative: Genna Buhr

D. Construction Manager: ENTEC Services

E. Project Description: Project consists of replacement of the boiler systems, and associated required electrical and general construction, and the preparation of permit documents based on the design criteria documents.

F. Construction Contract: Bids will be received for the following Work:

1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed lump sum bids until the bid time and date at the location given below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

1. Bid Date: November 26th, 2025.

2. Bid Time: 10:00 a.m., local time.

3. Location: Fondulac District Library 400 Richland St, East Peoria, IL 61611

B. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

A. Bid security shall be submitted with each bid in the amount of **5** percent of the bid amount. No bids may be withdrawn for a period of **60** days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.4 PREBID MEETING

A. Prebid Meeting: See Document 002513 "Prebid Meetings."

1.5 DOCUMENTS

A. Printed Procurement and Contracting Documents: Obtain on October 29th 2025, by contacting Owner. Documents will be provided to prime bidders only; only complete sets of documents will be issued.

1. Deposit: \$100.00 made payable to the Owner for printed documents.

2. No deposit required for electronic transmission of PDF documents.

B. Viewing Procurement and Contracting Documents: Examine after October 29th, at the locations

below:

1. Wassi Group

a. 208 S. 1st Avenue

b. Peoria, IL 61550

1.6 TIME OF COMPLETION AND LIQUIDATED DAMAGES

A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.7 BIDDER'S QUALIFICATIONS

A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.8 NOTIFICATION

A. This Advertisement for Bids document is issued by Fondulac District Library.

END OF DOCUMENT 001113

SECTION 00001 – INVITATION TO BID

Fondulac District Library located at 400 Richland St, East Peoria IL, hereinafter called "Owner", will receive sealed Bids for "ALL WORK" in the Fondulac District Library Upgrade Boiler System project, **until 10:00 a.m. local time, Wednesday November 26th, 2025.** Bid openings will be received at Fondulac District Library at the above time mentioned. Bids will be held good and may not be withdrawn for a period of 45 calendar days from the due date.

Bidding Documents/project will be available electronically on and after 9:00 a.m. Wednesday, October 29th, 2025, from The Wassi Group.

Bidders may obtain Drawings and Specifications, in PDF form, from The Wassi Group, 208 S. 1st Avenue, Morton, IL 61550, <https://www.twgplanroom.com/projects/public> (309) 266-6545 at no cost. Registering through The Wassi Group is required to obtain the documents. Vendors, Suppliers, and Equipment Representatives must obtain plans from a contractor. CAD files will not be made available at any point.

There will be a **mandatory pre-bid meeting at 9:30 a.m., Friday November 7th, 2025,** at Fondulac District Library Kolb Memorial Conference Room. The attendee must have direct and substantial involvement in the bidding or planned execution of the project.

WORK. This project involves the complete removal of the two existing natural gas condensing boilers and the installation of four (4) new high-efficiency condensing boilers to improve system reliability and efficiency. This is a two-part demolition approach, with Boiler-1 coming out first, then install (4) new boilers in Boiler-1's place while Boiler -2 stays in operation. Remove Boiler-2 after the new system is fully operational.

Contractor provides scope of work in bid. All construction debris and existing material will be removed from site by the contractor. The intent is to provide a seamless turn-key project to Fondulac District Library.

Bids will be received for completion of the entire project under a single Mechanical Contract.

Each bid shall be accompanied by a bid security consisting of a bid bond or certified check made payable to the Owner, in the amount of 5% of the bid sum.

Commencement of the work on the project shall be subject to the discretion of the Board of Trustees, FONDULAC DISTRICT LIBRARY, EAST PEORIA ILLINOIS. The Owner reserves the right to waive any irregularities and to accept any or reject all bids when in the opinion of the Owner, such action will serve the best interest of the Owner.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Correspondence: Questions shall be directed to Dan Hawk at ENTEC Services Inc. 4300 Entec Dr. Peoria, IL 61607. 217-415-2798. dhawk@entec-solutions.com

END OF SECTION 000001

SECTION 002113 – INSTRUCTIONS TO BIDDERS

SUMMARY

- 1.1 DOCUMENT
INCLUDES

Fondulac District Library Upgrade Boiler System

- A. Invitation
 - 1. Bid Submission
 - 2. Work identified in the Contract Documents
- B. Bid Documents and Contract Documents
 - 1. Definitions
 - 2. Contract Documents Identification
 - 3. Availability
 - 4. Examination
 - 5. Inquiries/Addenda
 - 6. Product/Assembly
- C. Bid Enclosures/Requirements
 - 1. Agreement to Bond
 - 2. Performance Assurance
 - 3. Insurance
 - 4. Bid Form Requirements
 - 5. Fees for Changes in the Work
 - 6. Bid Form Signature
 - 7. Additional Bid Information
- D. Offer Acceptance/Rejection
 - 1. Acceptance of Offer

1.2 RELATED DOCUMENTS

- A. Document 011000 - Summary.
- B. Document 004113 - Bid Form.
- C. Document 007300 - Supplementary Conditions:
- D. Document 002700 – Local Gov. Amendment Local Government Requirements

E. INVITATION

2.1 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete boiler upgrade project located at Fondulac District Library in East Peoria Illinois for a Stipulated Sum contract, in accordance with the Contract Documents.

2.2 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises building construction, remodeling, renovation, and demolition, including general construction, mechanical, and electrical Work.

2.3 CONTRACT TIME

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1 CONTRACT DOCUMENTS IDENTIFICATION

Fondulac District Library Upgrade Boiler System

- A. The Contract Documents are identified as 'Fondulac District Library Upgrade Boiler System', as prepared by ENTEC, and with contents as identified in the Project Manual.

3.2 AVAILABILITY

- A. Bidders may obtain Drawings and Specifications, in PDF form, from The Wassi Group, 208 S. 1st Avenue, Morton, IL 61550.
- B. Link: <https://www.twgplanroom.com/projects/public>
- C. Or by Phone (309) 266-6545 at no cost. Registering through The Wassi Group is required to obtain the documents. Vendors, Suppliers, and Equipment Representatives must obtain plans from a contractor. CAD files will not be made available at any point.

3.3 INQUIRIES/ADDENDA

- A. Direct questions to Dan Hawk at ENTEC Services email: dhawk@entec-solutions.com
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 3 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.

SITE ASSESSMENT

4.1 SITE EXAMINATION

- A. Examine the project site before submitting a bid.

4.2 PREBID CONFERENCE

- A. A mandatory pre-bid meeting will be held at Fondulac District Library at 9:30AM Friday November 7th 2025.
- B. All general contract bidders are invited.
- C. Representatives of ENTEC will be in attendance.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will not form part of the Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.1 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State.

B. Compliance with Legislation

1. Bidder's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the Illinois Revised Statutes, Chapter 48, 39S-1, 39S-12, and Prevailing Wage Law, as amended August 8, 1961. All laborers, workers and mechanics engaged in construction will be paid not less than the "Prevailing Wage". Contractor agrees to abide by the current Prevailing Rate of Wages for Construction Workers for Peoria County. In other words, bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.
2. It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment upon any grounds prohibited by the Human Rights Act (775 ILCS 5/1-101) and further that the Contractor will comply with all provisions of the Human Rights Act including, but not limited to, rules and regulations of the Illinois Human Rights Commission.

C. Equal Employment Opportunity

1. During the performance of this Contract (whether or not Federal funds are involved) the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin or disability. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, color, sex, national origin or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex or national origin.
 - c. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto and will permit access to his/her books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations and orders.
 - d. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts, in accordance with the procedures authorized in Executive Order of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
 - e. The Contractor shall include the provisions of paragraphs i. through iv. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Sec. 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the

interest of the United States.

5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID SUBMISSION

6.1 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

6.2 BID SUBMITTAL AND OPENING

- A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:

- Bid Date: November 26th, 2025.
- Bid Time: 10:00a.m.
- Location: Fondulac District Library
400 Richland St.
East Peoria, IL 61611

6.3 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

BID ENCLOSURES/REQUIREMENTS

7.1 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.

Fondulac District Library Upgrade Boiler System

- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- F. If no contract is awarded, all security deposits will be returned.

7.2 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance bond as described in 007300 - Supplementary Conditions.
- B. Include the cost of performance assurance bonds in the Bid Amount.

7.3 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.
- B. Provide and maintain insurance in the amounts outlined below with companies acceptable to the Fondulac District Library:
 - 1. Worker's Compensation Insurance
 - a. Coverage A - Illinois Statutory Limits.
 - b. Coverage B - Employer's Liability \$500,000 Limit.
 - 2. Automotive Liability Insurance
 - a. \$1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned, and hired automobiles.
 - 3. Commercial General Liability Insurance shall provide the limits below.
 - a. \$2,000,000 each occurrence.
 - b. \$5,000,000 General Aggregate
 - 4. The Commercial General Liability Insurance shall include the following coverage:
 - a. Premises/Operations
 - b. Independent Contractors
 - c. Products/Completed Operations
 - d. Contractual Liability - Blanket
 - e. Broad Form Property Damage
 - f. Personal Injury-Offenses A, B, C, -exclusion C deleted
 - 5. Contractual Liability Coverage, including the "Indemnification of Fondulac District Library and ENTEC" (hold harmless agreement), must be fully insured under this policy for the liability limits set forth above. In addition, Care, Custody, and Control and XCU exclusions shall be removed from all policies under this Contract and suitable coverage provided subject to the approval of the Fondulac District Library's insurance carrier.
 - 6. The Contractor is responsible for all claims arising out of sales of vended product on the premises and injury and/or death caused by the vendor's delivery vehicles on and immediately adjacent to the premises.
 - a. Umbrella Liability Insurance: it is required that an umbrella policy be written for a minimum of \$2,000,000 for bodily injury and property damage. This umbrella policy would be in excess of the limits of the primary policy outlined above.
 - 7. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the Fondulac District Library. All insurance shall indicate that it is primary and any

material change shall cause notice to Fondulac District Library thirty (30) days prior to the change.

8. With respect to the insurance required herein, the Contractor shall provide such insurance naming the Fondulac District Library as "additional named insured." The Contractor shall also purchase and maintain such insurance as will protect the Fondulac District Library from and against all claims, damages, loss and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense,
(1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.
9. It is MANDATORY within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to Fondulac District Library and ENTEC Services: 4300 Entec Drive, Peoria IL 61607.

7.4 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.5 SALES AND USE TAXES

- A. This project is a tax exempt project. The tax exempt certification number will be provided upon award of contract.

7.6 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:
 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

OFFER ACCEPTANCE/REJECTION

8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.2 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, ENTEC on behalf of Owner, will issue to the successful bidder, a

Fondulac District Library Upgrade Boiler System

written letter of Contract Award.

END OF SECTION 002113

Fondulac District Library Upgrade Boiler System

DOCUMENT 002513 - PREBID MEETINGS

1.1 PREBID MEETING

A. ENTEC will conduct a Prebid meeting as indicated below:

1. Meeting Date: November 7th, 2025
2. Meeting Time: 09:30 a.m., local time.
3. Location: Fondulac District Library, 400 Richland St, East Peoria, IL.

B. Attendance:

1. Prime Bidders: Attendance at Prebid meeting is **mandatory**.
2. Subcontractors: Attendance at Prebid meeting is recommended.
3. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet.

C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two business days prior to meeting.

D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:

1. Procurement and Contracting Requirements:
 - a. Advertisement for Bids.
 - b. Instructions to Bidders.
 - c. Bidder Qualifications.
 - d. Bonding.
 - e. Insurance.
 - f. Bid Security.
 - g. Bid Form and Attachments.
 - h. Bid Submittal Requirements.
 - i. Bid Submittal Checklist.
 - j. Notice of Award.
2. Communication during Bidding Period:
 - a. Obtaining documents.
 - b. Access to Project Web site.
 - c. Bidder's Requests for Information.
 - d. Bidder's Substitution Request/Prior Approval Request.
 - e. Addenda.
3. Contracting Requirements:
 - a. Agreement.
 - b. General Conditions.
 - c. The Supplementary Conditions.
 - d. Other Owner requirements.
4. Construction Documents:
 - a. Scopes of Work.
 - b. Temporary Facilities.
 - c. Use of Site.

PREBID MEETINGS

Fondulac District Library Upgrade Boiler System

- d. Work Restrictions.
 - e. Alternates, Allowances, and Unit Prices.
 - f. Substitutions following award.
5. Separate Contracts:
- a. Work by Owner.
 - b. Work of Other Contracts.
6. Schedule:
- a. Project Schedule.
 - b. Contract Time.
 - c. Liquidated Damages.
 - d. Other Bidder Questions.
7. Site/facility visit or walkthrough.
8. Post-Meeting Addendum.

E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by the issuing office to have received a complete set of Procurement and Contracting Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.

- 1. Sign-in Sheet: Minutes will include list of meeting attendees.
- 2. List of Planholders: Minutes will include list of planholders.

END OF DOCUMENT 002513

Fondulac District Library Upgrade Boiler System

DOCUMENT 003143 - PERMIT APPLICATION

1.1 PERMIT APPLICATION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.
- B. Permit Application: Complete building permit application and file with authorities having jurisdiction.

END OF DOCUMENT 003143

SECTION 004100 – BID FORM

THE PROJECT AND THE PARTIES

1.1 TO:

A. Owner

Fondulac District Library
400 Richland St.
East Peoria, IL 61611

1.2 FOR:

Fondulac District Library Upgrade
Boiler System
400 Richland St.
East Peoria, IL 61611

1.3 DATE: _____ (Bidder to enter date)

1.4 SUBMITTED BY: (Bidder to enter name and address)

A. Bidder's Full Name _____

1. Address _____

2. City, State, Zip _____

1.5 OFFER

A. The Undersigned Acknowledges:

1. Receipt of all Contract Documents prepared by ENTEC Inc. including but not limited to all drawings, specifications, and addenda.
2. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addenda # _____ Dated _____. Addenda # _____ Dated _____. Addenda # _____ Dated _____.

3. Has received, read, understands, and accepts the terms and conditions outlined in the following Contract Documents, Instruction to Bidders, Project Schedule, and Scope of Work.
4. Has reviewed and is familiar with the site where the work is to be executed; and has become familiar with the local conditions as they might in any way affect the cost and/or execution of the Work.
5. Has carefully examined and understands the Contract and Bidding Documents and acknowledges that the Bid is in accordance with these documents.
6. In making this Bid the Bidder represents that:
 - a. This Bid may not be modified, withdrawn, or cancelled until 60 calendar days after the Bid opening date, without consent of the Owner.
 - b. The right is reserved by the Owner to reject any or all Bids, to waive any or all informalities in connection therewith.
7. Has checked all of the figures contained in this Bid and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.
8. Has complied and/or will comply with all requirements concerning licensing and with all other local, state, and national laws, and that no legal requirement has been or will be

violated in making or accepting this Bid, in awarding the Contract and/or in the prosecution of the Work required thereunder.

9. Declares that the person(s) signing this Bid is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all conditions and provisions thereof.
10. Declares that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this Bid or the Contract that may be entered into as a result thereof, and that in all respects the Bid is legal and fair, submitted in good faith, without collusion or fraud.
12. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by ENTEC Services, Inc. for the aforementioned project, we, the undersigned, hereby provides the following applicable Base Bids and Alternate Bids: to perform the HVAC renovations at the Fondulac District Library:

BID AMOUNT:

TRADE:

Bidder agrees to perform all Work under their trade for the sum of:

dollars (\$_____), in lawful money of the United States of America.

1.6 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 1. Execute the Agreement within ten days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work in a timely manner after written Notice to Proceed and in accordance with the schedule outlined in the bid documents.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.7 SCHEDULE

- A. The Bidder acknowledges, through submission of this bid and based on a contract or notice to proceed being awarded on or December 19th, 2025.

1.8 CHANGES TO THE WORK

- A. When ENTEC establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will

Fondulac District Library
Upgrade Boiler System

be:

1. Fifteen (15) percent overhead and profit on the net cost of our own Work;
2. Ten (10) percent on the cost of work done by any Subcontractor.
- B. Refer to Section 00 7300 of the Project Manual for additional information regarding changes to the work.

1.9 BID FORM SIGNATURE(S)

A. See attached sheets

(IF AN INDIVIDUAL)

(Business Name)

(Address)

area code)

(Phone with

(IF A CO-PARTNERSHIP)

(Business Name)

BY: _____ (Seal)

(Signature)

(Business Address)

Name
area code)

(Phone with

Name

area code)

(Phone with

(IF A CORPORATION)

(Corporate Name)
area code)

(Phone with

BY:

(Signature must be an officer other than Secretary)

(Business Address)
Business)

(Phone Number of

ATTEST:

(Corporate Secretary)

**CONTRACTOR
CERTIFICATION
Individual Contractor Form**

I, _____, do hereby certify that I am a Contractor who has not been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

Contractor

**CONTRACTOR
CERTIFICATION
Corporate or Partnership
Contractor Form**

I, _____, a duly authorize agent of _____, do
Hereby certify that neither (Contractor) _____ nor any
individual presently affiliated with (Contractor)
_____ has been barred from bidding on a public contract as a result of a
violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois
Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

Authorized Agent of

Contractor

Fondulac District Library Upgrade Boiler System

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

A. Bidder: _____.

B. Prime Contract: _____.

C. Project Name: Fondulac District Library Upgrade Boiler System.

D. Project Location: 400 Richland St, East Peoria, IL.

E. Owner: Fondulac District Library.

F. Construction Manager: ENTEC Services

1.2 BIDDER'S CHECKLIST

A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

1. Used the Bid Form provided in the Project Manual.
2. Prepared the Bid Form as required by the Instructions to Bidders.
3. Indicated on the Bid Form the Addenda received.
4. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
5. Bid envelope shows name and address of the Bidder.
6. Bid envelope shows the Bidder's Contractor's License Number.
7. Bid envelope shows name of Project being bid.
8. Bid envelope shows name of Prime Contract being bid, if applicable.
9. Bid envelope shows time and day of Bid Opening.
10. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
11. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 004393

SECTION 005000 – CONTRACTING FORMS AND SUPPLEMENTS

PART 1 - GENERAL

- 1.1 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.
- 1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT
 - A. See Section 005200 - Agreement Form for the Agreement form to be executed.
 - B. See Section 007200 - General Conditions for the General Conditions.
 - C. The Agreement is based on AIA A101.
 - D. The General Conditions are based on AIA A201.
- 1.3 FORMS
 - A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
 - B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
 - C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
 - D. Clarification and Modification Forms:
 - 1. Substitution Request Form: CSI/CSC Form 1.5C (During the Bidding/Negotiating Stage).
 - 2. Substitution Request Form: CSI/CSC Form 13.1A (After the Bidding/Negotiating Stage).
 - 3. ENTEC's Supplemental Instructions Form: AIA G710.
 - 4. Construction Change Directive Form: AIA G714.
 - 5. Change Order Form: AIA G701.
 - E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.
- 1.4 REFERENCE STANDARDS
 - A. AIA A101 - Standard Form of Agreement between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.

- B. AIA A201 - General Conditions of the Contract for Construction; 2017.
- C. AIA A310 - Bid Bond; 2010.
- D. AIA A312 - Performance Bond and Payment Bond; 2010.
- E. AIA G701 - Change Order; 2017.
- F. AIA G702 - Application and Certificate for Payment; 2010.
- G. AIA G703 - Continuation Sheet; 2010.
- H. AIA G704 - Certificate of Substantial Completion; 2017.
- I. AIA G710 - ENTEC's Supplemental Instructions; 2017.
- J. AIA G714 - Construction Change Directive; 2017.
- K. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
- L. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

END OF SECTION 005000

SECTION 005200 – AGREEMENT FORM

PART 1 - GENERAL

1.1 FORM OF AGREEMENT

A. OWNER - CONTRACTOR AGREEMENT:

1. The form of the Contract shall be based on the Standard Form of Agreement between the Owner and the Contractor, the American Institute of Architects Document A101, latest edition.
2. A draft copy of this documents follows this page.

1.2 RELATED REQUIREMENTS

- A. Section 007200 - General Conditions.
- B. Section 007300 - Supplementary Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 005200

SECTION 007200 – GENERAL CONDITIONS

PART 1 - GENERAL

1.1 FORM OF GENERAL CONDITIONS

- A. The General Conditions for this project are the “General Conditions of the Contract for Construction” American Institute of Architect Document A201. Latest edition including all supplements.
- B. The General Conditions applicable to this contract is attached following this page.

1.2 RELATED REQUIREMENTS

- A. Section 007300 – SUPPLEMENTARY CONDITIONS.

END OF SECTION 007200

SECTION 007300 – SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 ARTICLE 1 – GENERAL PROVISIONS

- A. Pursuant to Subparagraph 1.1.1, enumeration of Drawings, Specifications and Addenda is as follows:
 - 1. ADDENDA: Contract will include such Addenda as may be issued during the bidding period and acknowledged in the Proposal Forms.
 - 2. PROJECT MANUAL: Refer to "Table of Contents- Bidding Requirements and Contract Documents" bound hereinbefore.
 - 3. DRAWINGS: Refer to Section 000115.

1.3 ARTICLE 2 – OWNER

- A. Subparagraph 2.1.2 is deleted in its entirety.
- B. Subparagraph 2.2.1 is deleted in its entirety.
- C. Subparagraph 2.3.1 is amended by deleting the comma and the words "except to the extent required by Subparagraph 6.1.3" from line 5.

1.4 ARTICLE # - CONTRACTOR

- A. Paragraph 3.1 GENERAL:
- B. Add the following Subparagraphs 3.1.4.
 - 1. 3.1.4 Contractor shall not perform or construct any portions of the Project if that portion of the Project has not been contracted by the Owner through a fully executed Owner/Contractor Agreement or a fully executed Change Order. The Owner shall only be obligated to compensate Contractor for portions of the Project completed and authorized or confirmed in writing by the Owner. Performing or construction work excluded from a fully executed Owner/Contractor Agreement or a fully executed Change Order shall be at the sole risk of the Contractor.

C. Paragraph 3.4 LABOR AND MATERIAL

1. Add the following Subparagraphs 3.4.4, 3.4.5 and 3.4.6 to 3.4:
2. 3.4.4. After the Contract has been executed, the Owner and ENTEC will consider a formal request for the substitution of products in place of those specified only under the conditions set forth below and in the General Requirements (Division 1 of the Specifications).
 - a. Required for compliance with subsequent interpretation of code requirements or insurance regulations.
 - b. Unavailability of specified products, through no fault of the Contractor.
 - c. Subsequent information discloses liability of specified products to perform properly or to fit in designated space.
 - d. Manufacturer/fabricator refuses to certify or guarantee performance of specified product as required.
 - e. When it is clearly seen, in the judgement of ENTEC that a substitution would be substantially to the Owner's best interest, in terms of cost, time or other consideration.
3. 3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:
 - a. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - b. represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - c. certifies that the cost data presented is complete and includes all related costs under this Contract except ENTEC's redesign cost, and waives all claims for additional costs related to the substitution which subsequently become apparent;
 - d. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects; and
 - e. will promptly reimburse ENTEC/Engineer at their standard hourly rates for review of substitution requests, whether or not request is accepted.
4. 3.4.6 Substitution requests shall be written, timely and accompanied by adequate technical and cost data. Requests shall include a complete description of the proposed substitution; name of the material or equipment for which it is to be substituted; drawings, cuts, performance and test data; and any other data or information necessary for a complete evaluation by ENTEC.

D. Paragraph 3.6 TAXES. Add the following Subparagraph:

1. 3.6.2 The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailers Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either state, municipal or county) and Federal Retail Excise Tax. Cost for these taxes shall be excluded from the proposal at the time of bidding and from the Contract sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and in accordance with Article 7.

E. Paragraph 3.7 PERMITS, FEES and NOTICES; replace Subparagraph 3.7.1 as follows:

1. If a permit is necessary the Owner shall obtain the building permit. The Contractor shall include in his Bid the amount necessary to obtain all other permits, inspection fees, utility connections, curb opening fees, etc., as required for all work installed by him or his subcontractors both permanent and temporary and shall obtain and deliver to the Owner a final certificate of inspection prior to the acceptance of the work by ENTEC.
2. Add the following Subparagraph 3.7.1.1:

- a. Certificates of inspection and occupancy shall be delivered to ENTEC promptly upon receipt.
- F. Paragraph 3.12 SHOP DRAWINGS, PRODUCT DATA and SAMPLES; add the following Subparagraphs 3.12.11 through 3.12.14:
1. 3.12.11 Should the Contractor wish to utilize any of the contract drawings as a base sheet for shop drawings, ENTEC will, upon written request, provide electronic files of plan base sheets for the Contractor's use at a cost of \$150.00 per sheet. Fee shall be received by ENTEC prior to shipment of files. Use of electronic files is solely of convenience of the Contractor. ENTEC makes no warranties of computer data transferred by use of electronic media. The User (Contractor) will agree to indemnify and hold harmless ENTEC., and their contracted consultants from all claims from its use.
 2. 3.12.13 The Contractor shall prepay all shipping costs and otherwise be responsible for the transporting of all shop drawings and samples to the place for review by ENTEC.
3.12.14 Before submitting Subcontractor's shop drawings to ENTEC, the Contractor shall carefully check such shop drawings and supply field dimension and any other information requested by the subcontractor. Any marks made by the Contractor or Subcontractor shall be initialed by the party providing said information. The contractor shall check his Subcontractor's shop drawings for compliance with the Drawings, Specifications, Addenda, Change Orders and ENTEC's Supplemental Instructions for coordination with other work and field conditions.
- G. Paragraph 3.18 INDEMNIFICATION
1. Delete Subparagraphs in their entirety and replace with the following Subparagraphs 3.18.1 through Paragraph 3.18.5:
 2. 3.18.1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, ENTEC and their agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.
 3. 3.18.1.1 The foregoing Subparagraph shall, but not by way of limitation, specifically include all claims and judgments which may be made against the Owner, ENTEC, ENTEC's consultants, and agents and employees of any of them under the applicable state laws, or similar laws of other governmental bodies having jurisdiction; and further, against claims and judgments arising from violations of public ordinances and requirements of governing authorities due to the Contractor's or Subcontractor's method of execution of the work.
 4. 3.18.2 In any and all claims against the Owner or ENTEC or any of their agents or employees and consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

5. 3.18.3 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorney's fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus cost of travel, long distance telephone and reproduction of documents.
 6. 3.18.4 Only to the extent necessary to prevent this provision from being void under applicable law, this indemnity agreement shall not require the Contractor to indemnify the Owner, ENTEC, their consultants, agents or employees against their own negligence.
 7. 3.18.5 None of the foregoing provisions of Paragraph 3.18 shall deprive the Owner or ENTEC of any action, right or remedy otherwise available to them, or either of them, under State or Federal laws, local ordinances, or any applicable rules, laws, and regulations.
- H. Add the following Paragraph 3.19
1. 3.19 STATUTORY AND REGULATORY COMPLIANCE
 - a. 3.19 - In addition to all other requirements set forth in the Contract Documents which require compliance by the Contractor with specific statutes, ordinances, rules or regulations, the Contractor's services will be performed pursuant to, and in strict conformity with, all applicable federal, state and local statutes, ordinances, rules, regulations and guidelines ("Governmental Requirements") in force and effect at the time such services are performed, including, without limitation, all such Governmental Requirements relating to hazardous materials matters, and in accordance with such requirements as may, from time to time, be reasonable directed by ENTEC.
- I. ARTICLE 4 ADMINISTRATION OF THE CONTRACT
1. Subparagraph 4.1.3 is amended by deleting the words "against whom the Contractor makes no reasonable objection and" from lines 1 and 2 thereof.
- J. ARTICLE 5 - SUBCONTRACTORS
1. Paragraph 5.1 DEFINITIONS;
 - a. Add the following Subparagraph 5.1.1.1.
 - b. 5.1.1.1 The Subcontractor may be identified throughout the Contract Documents where such identification is desirable for clarity, as painting subcontractor, Installer, Painting Contractor and the like. In the later example, the term Contractor shall be constructed to mean Subcontractor.
- K. ARTICLE 7 - CHANGES IN THE WORK
1. Paragraph 7.2.2, change the subparagraph reference at the end of the sentence to read "...Subparagraph 7.3.10 and 7.3.11."
 2. Paragraph 7.3, CONSTRUCTION CHANGE DIRECTIVES. Delete Sub-Subparagraphs
 3. 7.3.6.4 and 7.3.6.5 in their entirety.
Add the following Subparagraphs 7.3.10 and 7.3.11. 7.3.10 In Subparagraph 7.3.6, the allowance
for the combined overhead and profit included in the total cost to the Owner shall be based on the
following schedule:

- a. For the General Contractor for Work performed by the Contractors own forces, no more than fifteen (15) percent of the cost.
 - b. For the General Contractor, for Work performed by the Contractor's subcontractor, no more than ten (10) percent of the amount due the subcontractor.
 - c. For each subcontractor, sub-subcontractor, or supplier, involved for Work performed by that subcontractors' or suppliers own forces, no more than fifteen (15) percent of the cost.
 - d. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.6. In no case shall the overhead and profit exceed twenty-five (25) percent of the sum of the actual labor and material costs of the added Work.
 - e. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontract, they shall be itemized. In no case will a charge involving over \$500.00 be approved without such itemization.
 - f. For deleted work the credit shall be the net cost of the work deleted. No adjustment to overhead and profit shall be made.
 - g. 7.3.11 The overhead and profit charges referred to in the preceding Paragraphs (7.3.3.3, 7.3.6 and 7.3.10 above) shall constitute full reimbursement for all cost of supervision, engineering, field and main office expense, premiums on insurance and bonds, small tools, incidental job burdens, etc.
5. Add the following Subparagraph 7.3.12
- a. 7.3.12 Contractor shall not perform or construct any portions of the Project if that portion of the Project has not been contracted by the Owner through a fully executed Owner/Contractor Agreement or a fully executed Change Order. The Owner shall only be obligated to compensate Contractor for portions of the Project completed and authorized or confirmed in writing by the Owner. Performing or construction work excluded from a fully executed Owner/Contractor Agreement or a fully executed Change Order shall be at the sole risk of the Contractor.

L. ARTICLE 9 PAYMENTS AND COMPLETION

1. Paragraph 9.3 APPLICATIONS FOR PAYMENT add the following Subparagraphs 9.3.2.1 and 9.3.2.2:
2. 9.3.2.1 The Owner in making payment for materials stored off site will pay the cost of the material and equipment stored plus Contractors' overhead and profit for material only.
3. 9.3.2.2 When materials and equipment are stored off site, at a location in excess of 20 miles from the building site, and when the Owner authorizes or requires ENTEC to inspect said materials and equipment, the Contractor shall pay all costs for wages, transportation, lodging, meals and miscellaneous expenses incurred by ENTEC relative to said inspection.
4. Add Paragraphs 9.3.4, 9.3.5, 9.3.6 and 9.3.7 which shall apply and take precedent:
 - a. 9.3.4 Requests for payments shall be made on Application and Certificate for Payment, AIA Document G702 forms, accompanied by partial Waiver of Lien in the net amount of the pay request. ENTEC will furnish samples of the Certificate Forms.
 - b. 9.3.5 Requests for Payment shall also be accompanied by Waivers of Lien from each subcontractor and supplier covering the amounts paid by the Owner to the Contractor on their behalf the previous month.
 - c. 9.3.5.1 Prior to final payment, and with the final Certificate of Payment (as prepared by ENTEC), the Contractor shall provide all final Waivers of Lien as follows: The Contractor's final waiver in the full amount of his contract plus any

- adjustments made by Change Orders, etc, and final Waiver of Lien from Subcontractors and Suppliers in the full amount of their subcontract plus any Adjustment, Bonds, Guarantees, etc, as required by the Specifications.
- d. 9.3.6 Promptly after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to ENTEC for approval the following:
- 1) List of subcontractors and suppliers on AIA Form G805.
 - 2) Contractors Schedule of Values (CSV) as it will appear on Certificate for Payment (AIA Documents G702 and 703), itemizing line items for General Conditions, Overhead and Profit, Bonds and Insurance, and Division of Work, separating Material and Labor. When, for any reason, the Contractor desires to change the approved contractor's Schedule of Values amounts as submitted above, he must resubmit revised CSV to ENTEC, and receive approval prior to submitting a subsequent pay request.
 - 3) Preliminary Progress Schedule indicating commencement dates and durations for the various phases of the Work along with a schedule for submission of submittals.
 - 4) Estimates of Payout Schedule indicating "Net" amount which will be anticipated on each monthly request for payment for the duration of construction.
- e. 9.3.7 Payments will be made in accordance with the following procedures.
- 1) Rough drafts of the Request for Payment shall be provided by the Contractor to ENTEC seven (7) days prior to the Monthly Progress, Coordination, and Pay Meetings. The rough drafts will be reviewed by ENTEC prior to the Monthly Pay Meeting. The Request for Payment, revised as required by the review, will be approved by ENTEC and the Owner at the Monthly Pay Meetings. Monthly Pay Meeting to be held the last Wednesday of the month, unless otherwise agreed to by ENTEC, Owner and Contractor.
 - 2) Certificates for Payment (typed copies) along with accompanying documents certifying to the work performed during the preceding month shall be submitted to ENTEC's office within seven (7) days after the Monthly Pay Meeting date. ENTEC will check the Certificates, and if in proper form and just, will transmit the Certificates for payment to the Owner with a recommendation for Payment which shall be issued to the contractor with thirty (30) days from the date of the Monthly Pay Meeting.
- f. Paragraph 9.6 PROGRESS PAYMENTS: Add the following Sub-subparagraph 9.6.1:
- 1) 9.6.1.1 In making progress payments, the Owner will pay ninety (90) percent of the total earned, until the project is at "Final Completion", at which time the Owner will pay one-hundred (100) percent of the amount earned. Prior to the final payment, the Contractor(s) shall provide all Waiver of Lien, Bonds, Guarantees, Record Documents, Warranties, etc., as required by the Specifications.
 - 2) Add the following Subparagraph 9.6.8:
(a) 9.6.8 Reduction of retainage will no be allowed on this project.
 - 3) Subparagraph 9.7.1 is amended by deleting the words "or awarded by arbitration" from line 6 and adding the following words and punctuation after the comma following the word "may" in line 7:

(a) unless non-issuance of the Certificate for Payment or nonpayment relates to an unresolved dispute concerning contractor's performance of the Work.
- g. Paragraph 9.8 SUBSTANTIAL COMPLETION: Add the following to Subparagraph

- 1) 9.8.1.1 A "Certificate of Substantial Completion", AIA Document G704", will be issued to the Contractor upon satisfactory completion of the preliminary Punch List items in accordance with the provisions states thereon.
- 2) Add the following Subparagraph 9.8.6:
 - (a) 9.8.4 If ENTEC determines, in response to the foregoing Subparagraphs 9.8.1, 9.8.2, 9.8.3, 9.8.4 and 9.8.5 that the Work is not sufficiently completed or corrected to justify said inspection, he may decline to make said inspection until the Work has been more fully completed or corrected.

M. ARTICLE 11 INSURANCE AND BONDS

1. Delete Article 11 in its entirety, replace with the following:
2. 11.1 CONTRACTOR'S LIABILITY INSURANCE
 - a. 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, and for which the Contractor may be liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1) claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts which are applicable to the Work to be performed;
 - 2) claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
 - 4) claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by other person;
 - 5) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of any motor vehicle; and
 - 7) claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.
 - b. 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Notwithstanding the above, the insurance required by paragraph 11.1 shall be on an occurrence basis.
 - c. 11.1.2.1 Such insurance shall be written to include the following coverages and for not less than the minimum limits indicated on the sample Certificate of Insurance include in these specifications or greater if required by law:
 - 1) Worker's compensation, Occupational disease and Employers Liability Insurance:
 - (a) State: (in which this contract is performed) - Statutory limits.

- (b) Applicable Federal (if any) - Statutory limits.
- (c) Employer's Liability: Bodily Injury by Accident; Bodily Injury by Disease each employee; Bodily Injury by Disease policy limit.
- 2) Commercial General Liability Insurance including as minimum coverages:
 - (a) Premises - Operations Liability - Independent Contractor's Protective Liability
 - (b) Products and complete Operations Liability
 - (c) Board From Property Damage Endorsement - Blanket Contractual - Personal Injury, with Employment Exclusion deleted.
 - (d) Special Requirements
 - (1) Property Damage Liability Insurance will provide "X, C, and U" (Explosion, collapse and underground hazard) coverage as applicable.
 - (2) Products and completed Operations to be maintained for one (1) year after final payment. Damage to material, product or item of equipment itself shall be covered by an Installation Floater on a legal liability basis or by an extension of the manufacturer's warranty.
 - (3) The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence".
 - (4) The term "caused by accident" if used in property damage coverage shall be replaced by the term "occurrence".
 - (5) The Owner and ENTEC shall be named as "additional insureds" on the commercial general liability policy of the General Contractor and/or Subcontractor of any tier.
- (e) Limits of Liability: As indicated on sample Accord 25-S Certificate of Insurance.
- 3) Automobile Liability Insurance:
 - (a) Special requirements:
 - (1) All owned, hired and non-owned vehicles including the loading or unloading thereof.
 - (2) The term "caused by accident" if used in bodily injury coverage shall be replaced by the term "occurrence".

- (b) Limits of Liability: As indicated on sample Accord 25-S Certificate of Insurance.
 - 4) Umbrella/Excess Liability Insurance:
 - 5) In addition to the insurance coverages set forth in the Contract Documents, the Contractor shall maintain an umbrella/excess liability policy with coverages for the same hazards as covered under the primary policies, including any special requirements.
 - (a) Paragraph 11.5.1 conditions apply.
 - d. 11.1.3 Certificates of Insurance for the above coverages shall be submitted to ENTEC for transmittal to the Owner for approval prior to the start of construction. The Contractor shall certify to the Owner that he has obtained or will obtain similar certificates of insurance from each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and Owner agree that a reduced coverage is adequate. Each Subcontractor's insurance shall cover the Owner, ENTEC, their agents, and employees. The Contractor shall submit a statement with each monthly affidavit stating that he has obtained certificates of insurance, or other satisfactory evidence, that all required insurance is in force for each of the Subcontractors listed on his affidavit. If the "additional insureds" have other insurance which is applicable to the loss, it shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by
The existence of such other insurance. Contractors certificates shall be in duplicate on Accord25-S Certificate of Insurance Form.
 - e. 11.1.3.1 Certificate of Insurance shall contain a statement therein or a rider attached thereto incorporating the indemnity clause stated in Paragraph 3.18 (Indemnification) and Subparagraph 3.18.1, 3.18.1.1, 3.18.2, 3.18.3, 3.18.4 and 3.18.5 of the General Conditions, and including the changes and addition made in those subparagraphs within these Supplemental General Conditions.
 - f. 11.1.3.2 These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner and ENTEC. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The obligation of the Contractor under the provisions of this article shall not extend to the liability of ENTEC, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, survey, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instruction by ENTEC, his agent or employees to the extent that such giving or failure to give is the cause of the injury or damage.
 - g. 11.1.3.3 These Certificates and the insurance policies required by this Paragraph
3. 11.1 shall contain a provision that names ENTEC and their consultants as additional insureds on a primary and non-contributory basis.
- a. 11.2 OWNER'S LIABILITY INSURANCE
 - 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's Liability Insurance unless specifically required by the Contract Documents.

4. 11.3 PROPERTY INSURANCE (BUILDER'S RISK)

- a. Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance in the amount of the initial Contract Sum as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is earlier. This insurance shall include interests of the Owner, ENTEC, ENTEC's consultants, the Contractor, Subcontractors and Sub-Subcontractors in the Work.
- b. 11.3.1.1 Property insurance shall be on all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for ENTEC's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents. Property Insurance provide by Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. The Contractor shall make his own arrangements for any insurance he may require on such construction equipment.
- c. 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the contractor in writing prior to commencement of the Work. The contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-Subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor, then the Owner shall bear all reasonable costs properly attributable thereof.
- d. 11.3.1.3 This Property Insurance shall be written with no deductibles.
- e. 11.3.1.4 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.
- f. 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-Subcontractors in the Work, and the Owner and Contractor shall be named insureds.
- g. 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.
- h. 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance

- policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
- i. 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.7 for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.
 - j. 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by the Paragraph 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor.
 - k. 11.3.7 Waivers of Subrogation. If permitted by the Owner's and Contractor's insurance companies, without penalties, the Owner and Contractor waive all rights against (1) each other and any of their Subcontractors, Sub-Subcontractors, agents and employees, each of the other, and (2) ENTEC, ENTEC's consultants, separate Contractors described in Article 6, if any, and any of their Subcontractors, Sub-Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of ENTEC, ENTEC's consultants, separate Contractors described in Article 6, if any, and the Subcontractors, Sub-Subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
 - l. 11.3.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-Subcontractor in similar manner.
 - m. 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner's shall distribute in accordance with such agreement as the parties in interest may reach or in accordance with an arbitration award. If after such loss no other special agreement is made, an appropriate Change Order shall be issued to cover replacement of damaged property.
 - n. 11.3.10 The Owner as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five

days after occurrence of loss to the Owner's exercise of this power; if such objection is made, arbitrators shall be chosen. The Owner as fiduciary shall, in that case, make settlement with insurers in accordance with directions of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

- o. 11.3.11 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable step to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or sue that would cause cancellation, lapse or reduction of insurance.
- p. 11.3.12 ENTEC and ENTEC's consultants shall be named as "Additional Insureds" on the Property Insurance policy.

5. PERFORMANCE BOND AND PAYMENT BOND

- a. 11.4.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the contractor and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- b. 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- c. 11.4.3 The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Payment Bond. The Performance Bond shall be in an amount equal to one-hundred (100) percent of the full amount of the Contract Sum as security for the faithful performance of the obligations of the Contract Documents and the Labor and Material Payment Bond shall be in an amount equal to one-hundred(100) percent of the full amount of the Contract Sum as Security for the payment of all persons performing labor and furnishing materials in connection with the Contract documents. Such bond shall be on AIA Document A-312, issued by the American Institute of ENTECs, shall be issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

6. 1.5 MISCELLANEOUS REQUIREMENTS

- a. 11.5.1 All Insurance coverage shall be provided by insurance companies having policy holder rating no lower than "A" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.
- b. 11.5.2 The contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. Each Subcontractor shall pay the premium cost and charges for such insurance.
- c. 11.5.2 The limits of liability as stated, may be arrived at using a Split-Limit or a Combined Single Limit basis. However, the total limit of liability shall not be less than stated in the requirements.

N. ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

- 1. Paragraph 12.1 UNCOVERING OF WORK: Modify the first sentence of Subparagraph 1.1 to read:
 - a. "12.1.1 If a portion of the Work is covered contrary to the request of ENTEC or any authorized testing agency employed by the Owner, it ..remain unaltered..."

O. ARTICLE 13 MISCELLANEOUS PROVISIONS

- 1. Add the following Paragraph 13.8 to Article 13:
 - a. 13.8 EQUAL OPPORTUNITIY

- b. 13.8.1 The Contractor shall maintain policies of employment as follows:
 - 1) 13.8.1.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of religion, color, sex or national origin.
 - 2) The Contractor shall take action to insure that applicants are employed, and that are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
 - c. 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
2. Add the following Paragraph 13.9 to Article 13:
- a. 13.9.1 ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES BY ENTEC
 - 1) 13.9.1 The Contractor shall be obligated to reimburse the Owner for reasonable costs for the following additional professional services for which the Owner will reimburse ENTEC. Reimbursement shall be on an hourly basis at ENTEC's standard rates, plus reasonable reimbursable expense billed at a rate of 1.1 times the actual cost to ENTEC. A deductive Change Order to the Contractor's contract sum will be processed periodically for the cost of such services incurred by the Owner. ENTEC will endeavor to notify the Owner and Contractor prior to performing any work that will result in the aforementioned additional services; and to review any proposed modifications to the contract. Contract modification shall not be contingent, however, upon issuance of any such notice or prior review.
 - (a) 13.9.1.1 More than two reviews of the same submittal.
 - (b) 13.9.1.2 Responding to a "Request for Information" (RFI) for which the answer is readily obtainable in the Contract Documents.
 - (c) 13.9.1.3 Preparation and follow up reviews of multiple "Punch Lists" for the same items of work.
 - (d) 13.9.1.4 ENTEC's services and expenses, including additional testing and inspections, incurred in connection with Contractor work that fails to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed.
 - (e) 13.9.1.5 Construction administration services that extend more than 60 days past the contract date of Substantial Completion. These services include, but are not limited to, all work associated with the following: attending pay/progress meeting, on-site observation, and processing the Application and Certification for Payment.

- 2) ENTEC will endeavor to notify the Owner and the Contractor prior to performing any work that will result in the aforementioned additional services; and to review any proposed modifications to the contract. Contract modification shall not be contingent, however, upon issuance of any such notice or prior review.
3. Add the following Paragraph 13.10 to Article 13.
 - a. 13.10 BACKGROUND CHECKS
 - 1) 13.10.1 The Contractor shall provide a "fingerprint-based" criminal history record check (also referred to as a "background check") and Department of Children and Family Services form CFS 689 for all persons (General Contractor and Subcontractors) who will perform work on the project site, prior to allowing them to work on the owners property. Background checks shall be in accordance with the 105 ILCS 5/10-21.9 and 105 ILCS 5/34-18.5. In addition, provide the Owner and ENTEC with copies of completed forms and have results reported to the Owner and District. The Contractor shall maintain and provide the Owner and District with a list identifying each person that submitted background checks. The list shall be kept current by the Contractor at all times throughout the life of the contract. No one who has been convicted of an offense specified in 105 ILCS 5/10-21.9 shall be allowed to work on District property. Background check may be obtained through any normal state agency or through the Peoria Regional Office of Education.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 007300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. ENTEC will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: ENTEC will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by ENTEC are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to ENTEC.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to ENTEC.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Proposal Request Form: Use form acceptable to ENTEC.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Unit-Price Adjustment: On Owners approval for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owners approval of a Work Change Proposal Request, ENTEC will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: ENTEC may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.8 WORK CHANGE DIRECTIVE

- A. Work Change Directive: ENTEC may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

Amendment to Contracts with the Fondulac District Library

Governmental Requirements, Regulations, Acts, and Statutes

The _____ (Contractor) has entered into a contract, lease, license, or an agreement (Contract) with the Fondulac District Library (Library), to which this Amendment is attached. At its own expense, the Contractor shall comply with all requirements, regulations, statutes, and acts promulgated by federal, state, local, or other governmental authority and applicable to the Contractor's work. Particular attention is called, but not limited to, those requirements, regulations, statutes, and acts related to safety, equal employment opportunity, wage and hours, including prevailing wage laws, environment, and hazardous/toxic material.

As part of Contractor's compliance, the Contractor shall make itself aware of, and readily comply with, any notification and reporting requirements of these regulations, statutes, and acts and the associated penalties and deductions for failure to comply therewith. The Contractor shall ensure, and be responsible for, similar compliance by all those working under Contractor. The Contractor shall promptly cure, pay, remedy, or otherwise cause to be removed any violation, citation, fine, penalty, or claim by any governmental entity due to the failure of Contractor, or anyone working under it, to so comply.

The failure of Contractor, or anyone working under it, to comply with the requirements, regulations, statutes, or acts, as described in this Amendment, shall constitute a material breach of the Contract. In that event, the Library may exercise all of the rights and remedies provided by law or under the Contract and this Amendment.

Bid-Rigging and Bid Rotating

By signing below the Contractor certifies that the Contractor nor anyone or entity presently affiliated with the Contractor has not been barred from bidding on a public Contract because of a violation of the Illinois Criminal Code for bid-rigging or bid-rotating. Contractor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

Drug Free Workplace

If Contractor employs 25 or more employees and this contract is worth more than \$5,000, Contractor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

If Contractor is an individual and this contract is worth more than \$5000, Contractor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

Prevailing Wage Act Notice

The Library advises the Contractor that this project is subject to the requirements of the Illinois Wages of Public Employees on Public Works Act (820 ILCS 130/1-12). The Contractor acknowledges that it has been advised that this project is subject to the Act's requirements, and contractor and sub-contractor must comply with the Act.

The Contractor shall not pay less than the prevailing wages to all laborers, workers, and mechanics performing work under this Contract and shall comply with the requirements of Act. This public works project will be subject to the Tazewell County prevailing wage rate determination when this Contract was approved by the Library. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by public bodies in Tazewell County, the revised rates as provided by the to the Contractor shall apply to this Contract. It is the responsibility of the Contractor to monitor the prevailing wage rates and adjust the payroll accordingly as soon as the rates are revised. The prevailing rates of wages are revised monthly and can be found on the Illinois Department of Labor's website at <http://www.illinois.gov/idol/laws-rules/CONMED/Pages/prevailing-wage-rates.aspx>.

Public Works Employment Discrimination Act

The Public Works Employment Discrimination Act (PWEDA), 775 ILCS 10/0.01, *et seq.*, makes the Illinois Human Rights Act applicable to all contracts for "any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof." 775 ILCS 10/1(a).

Civil and Human Rights Acts

The Contractor and its employees shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10/0.01, *et seq.*, the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and the Illinois Environmental Barrier Act, and applicable rules in performance of this **contract**. To the extent required by law, Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. If it hires employees to perform the Contract or any portion thereof, it will determine the availability (under the Illinois Department of Human Rights' Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit. It will hire for each job classification for which employees are hired so that minorities and women are not underutilized.
3. That in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective-bargaining or other agreement or understanding a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department, and the Contracting Agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Contracting Agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the Contracting Agency and the Department for investigation purposes to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. It will include verbatim or by reference the provisions of this clause in every Subcontract it awards under which any portion of the Contract obligations are undertaken or assumed so that such provisions will be binding on such Subcontract. The Contractor will be liable for compliance with applicable provisions of this clause by such sub-contractors. Further, it will promptly notify the Contracting Agency and the Department if any sub-contractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Sub-Contractor declared by the Illinois Human Rights Commission to be ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Sexual Harassment

The Contractor certifies that it has a written sexual harassment policy that includes (i) the illegality of sexual harassment; (ii) a definition of sexual harassment; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process through the Illinois Department of Human Rights; (vi) directions on how to contact the Department and Illinois Human Rights Commission; and (vii) protection against retaliation for exercising rights under the policy following 775 ILCS 5/6-101. The Purchaser, and other parties to this Contract, are subject to the rules and regulations of the Illinois Department of Human Rights and the statutory requirements thereof.

Authorized to do Business in Illinois

Contractor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

Freedom of Information Act:

This contract and all related public records maintained by, provided to or required to be provided to the Library are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract

Contractor Acknowledgment

Contractor acknowledges and agrees that compliance with this Amendment Governmental Requirements, Regulations, Acts, and Statutes in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Contractor certifies compliance with this Amendment and is under a continuing obligation to remain in compliance and report any non-compliance.

CONTRACTOR

Signature: By: _____
Its: _____

Printed Name: _____

Title:

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to ENTEC at the earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. ENTEC-SERVICES.
 - c. Project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange schedule of values consistent with format of AIA Document G703.
 - 3. Arrange the schedule of values in tabular form, with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.

- c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. Round dollar amounts to whole dollars, with total equal to Contract Sum.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 6. Differentiate between items stored on-site and items stored off-site.
 - 7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 - 8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate Owner payments or deposits, if any, and balance to be paid by Contractor.
 - 9. Overhead Costs: Include total cost and proportionate share of general overhead and profit for each line item.
 - 10. Overhead Costs: Show cost of temporary facilities and other major cost items that are not direct cost of actual work-in-place as separate line items.
 - 11. Closeout Costs. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
 - 12. Schedule of Values Revisions: Revise the schedule of values when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include at least one separate line item for each Change Order and Construction Change Directive.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by ENTEC and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to ENTEC. by the 15th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment seven days prior to due date for review by ENTEC.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
1. Other Application for Payment forms proposed by the Contractor shall be acceptable to ENTEC. and Owner. Submit forms for approval with initial submittal of schedule of values.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. ENTEC will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to ENTEC. by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Sustainable design action plans, including preliminary project materials cost data.
 7. Schedule of unit prices.
 8. Submittal schedule (preliminary if not final).
 9. List of Contractor's staff assignments.
 10. List of Contractor's principal consultants.
 11. Copies of building permits.
 12. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 13. Initial progress report.
 14. Report of preconstruction conference.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After ENTEC issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706.
 5. AIA Document G706A.
 6. AIA Document G707.

7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Requests for Interpretation (RFI) procedures.
- H. Submittal procedures.

1.2 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Dates for applications for payment.
- B. Section 01 6000 - Product Requirements: General product requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.3 REFERENCE STANDARDS

- A. AIA G716 - Request for Information; 2004.

1.4 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Conform to requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to ENTEC:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.

Fondulac District Library
Upgrade Boiler System

7. Applications for payment and change order requests.
8. Progress schedules.
9. Coordination drawings.
10. Correction Punch List and Final Correction Punch List for Substantial Completion.
11. Closeout submittals. Section 013000 - Administrative Requirements, for submittal procedures.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. ENTEC.
 3. Contractor.
 4. Engineer.
- C. Agenda:

3.2 CONSTRUCTION COORDINATION MEETING

- A. Schedule meeting after pre-construction about one month prior to start of construction.
- B. Attendance Required:
 1. Owner.
 2. ENTEC.
 3. Contractor.
 4. Engineer.
- C. Agenda:

END OF SECTION 013000



NFB-C Commercial Condensing Fire Tube Boiler

Submittal

☐ **Model NFB-301C (301,000 Btu/hr.)**

☐ **Model NFB-399C (399,000 Btu/hr.)**

Job Name: _____

Location: _____

Engineer: _____

Wholesaler: _____

Sales Rep: _____

Contractor: _____

Model: _____ Gas Type (NG/LP): _____ Input (BTU/HR): _____ Output (BTU/HR): _____

Notes: _____

Boiler Standard Features

- Stainless Steel Heat Exchanger, ASME "H", with Non-Metallic Condensate Collector Base
- Cold-rolled Carbon Steel Casing
- 97.5% TE
- Fully Modulating Burner with 15:1 Turndown Ratio
- Low NOx (<20ppm)
- 160 PSI ASME Max Pressure
- 50 PSI ASME Relief Valve
- Direct Spark Ignition
- Variable Speed Blower
- Dual Venturi Mixing System
- Negative Pressure Gas Valve
- Wall Mounting Bracket
- LP Gas Conversion Kit
- Outdoor Temperature Sensor
- Universal Temperature Sensor
- Condensate Trap
- Air Vent

Venting

- Vertical or Horizontal Direct Venting, Non-Direct Venting
- 3 in. up to 60 ft. and 4 in. up to 150 ft. using PVC, CPVC, PP or SS Vent Materials.
- Common Venting up to 4 Boilers
- Vent Termination Caps
- Wall Flanges

Boiler Optional Accessories

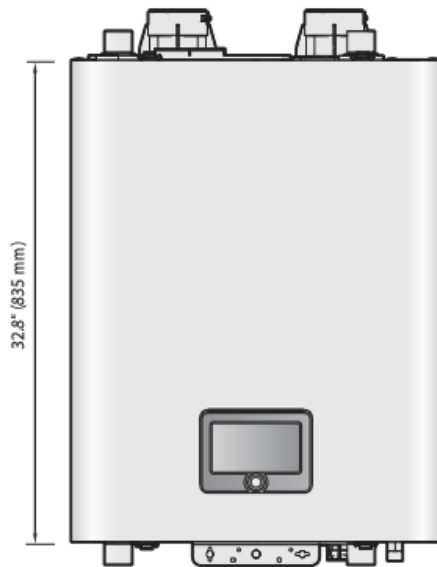
- Condensate Neutralizer Kit
- Zone Controllers
- NaviLink™ Wi-Fi Control
- Ready-Link® Boiler and Pipe Support System
- 75 PSI Pressure Relief Valve
- 150 PSI Pressure Relief Valve
- Common Vent Collar with Cascade Cable
- Modbus, BACnet and LonWorks gateway

Controls

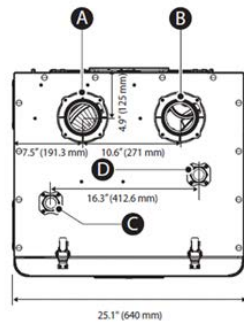
- 7 in. Touch Screen Color Display
- LWCO with Manual Reset
- High Temperature Limit Control with Manual Reset
- CSA, UL Certified Controls
- Freeze Protection
- Outdoor Reset
- Warm Weather Shutdown
- Air Handler Interface
- 4 Circulator Outputs
- Cascading up to 16 boilers
- Remote Access via Navi-Link Mobile Application

Warranties

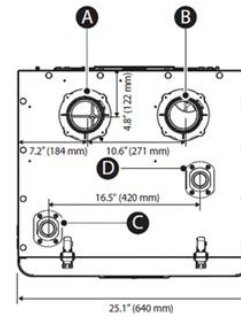
- 15 yrs. Residential and 10 yrs. Commercial Heat Exch. Warranty
- 5 yrs. Residential and 3 yrs. Commercial Parts Warranty
- 1 yr. Labor Warranty



Overhead View

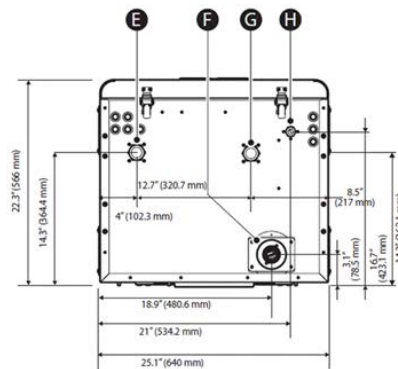


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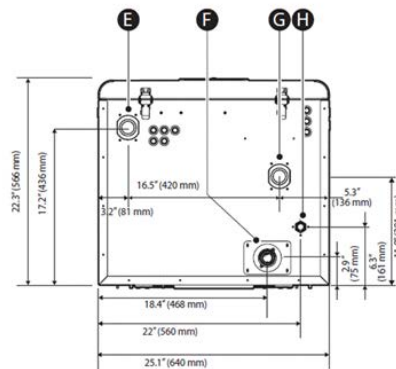


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Supply Connections



<NFB-301C>



<NFB-399C>

Supply Connections

	Description	Diameter	
		NFB-301C	NFB-399C
A	Air Intake	3 in	
B	Exhaust Gas Vent	3 in	
C	PRV-Air Vent Connection (Optional Heating Supply)	1 1/4 in	1 1/2 in
D	Optional Heating Return	1 1/4 in	1 1/2 in
E	Heating Supply	1 1/4 in	1 1/2 in
F	Condensate Outlet	3/4 in	
G	Heating Return	1 1/4 in	1 1/2 in
H	Gas Connection	3/4 in	

Navien Commercial Condensing Boiler Space Heating Ratings						Other Specifications		
Model Number ¹	Heating Input (MBH)		Gross Output ² (MBH)	Net AHRI Rating Water ³ (MBH)	Thermal Efficiency ² (%)	Boiler Water Content (Gallons)	Water Pressure	Water Connection Size (Supply, Return)
	Min.	Max.						
NFB-301C	20	301	293	255	97.5	7.6	12-160 psi	1 1/4 in NPT
NFB-399C	26	399	389	338	97.5	9.6		1 1/2 in NPT

KD

NAVIENT

Ready-Link Commercial Rack System Installation Guide

Model

NFB-301C

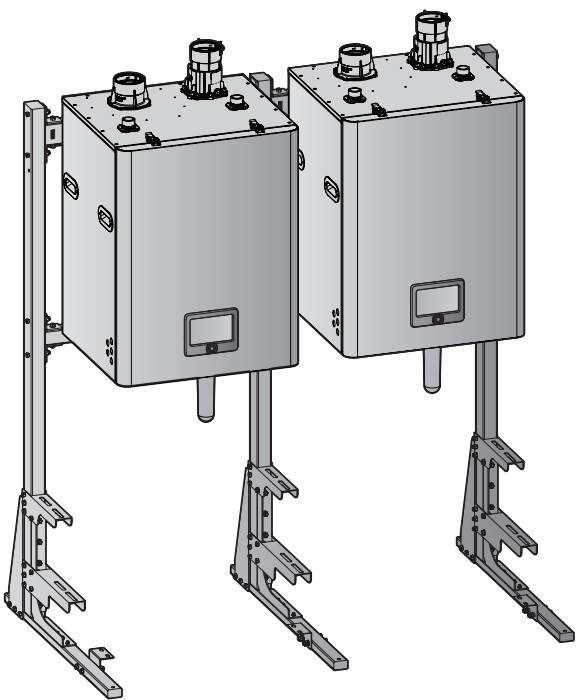
NFB-399C

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WARNING

If the information in these instructions is not followed exactly, a fire or explosion may occur and potentially cause property damage, personal injury, or death.

Keep this manual for future reference.



Installation Considerations

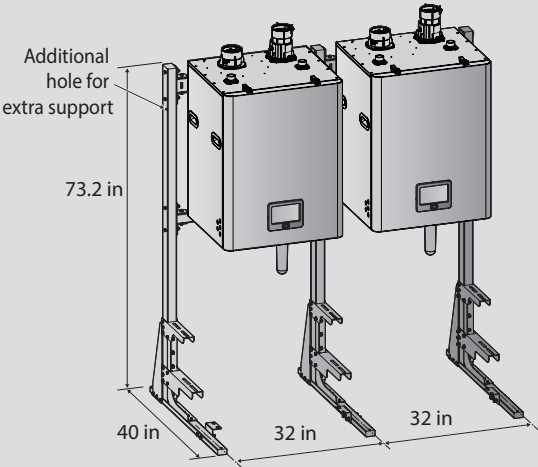
Refer to the following information to find an adequate installation location for the frame and prepare the appropriate tools to assemble the frame.

- Tools required
- 5/32 in or 4 mm Allen wrench
 - Adjustable wrench
 - Level

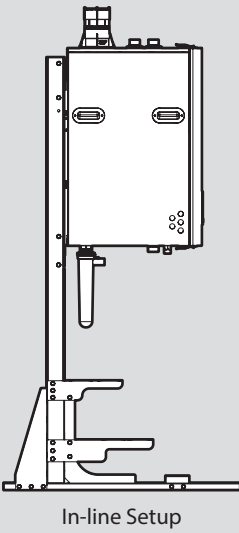
Dimensions

The following diagram shows the dimensions of the frame.

Install the frame in an area that allows for service and maintenance access to utility connections, piping, filters, and traps.




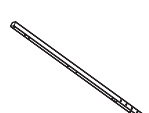


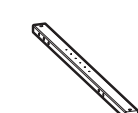
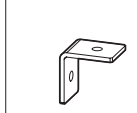
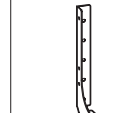
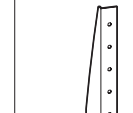
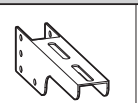
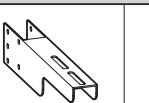
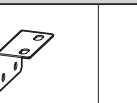
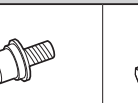
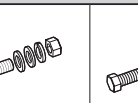
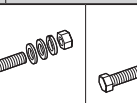
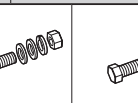
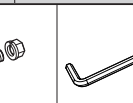

The boiler unit can be mounted using the in-line setup.



Note Depending on the number of the boiler units, assemble the extension kits to the rack to add more installation space. Up to 9 extension kits (up to 10 units) can be assembled to the rack.

Included Items

When you open the box, you will find the following items. Check the box for each of the following items before assembling the Ready-Link Commercial Rack System. The quantity of each item differs depending on the number of boilers you want to install. If any of these items are missing or damaged, please contact our customer service center at 1-800-519-8794.

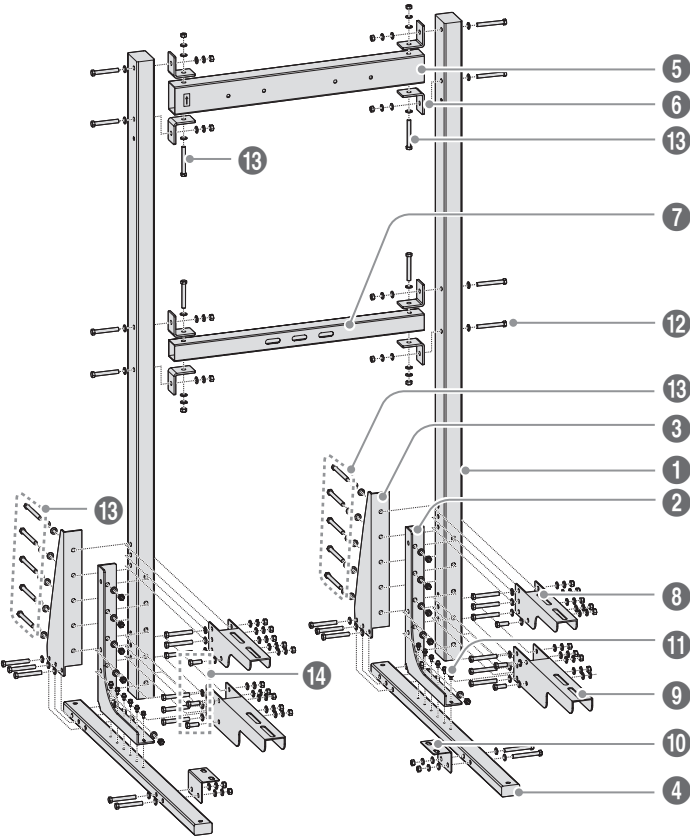
								
Installation Guide 1 EA	Post bar (2x3x72 in) * Single kit: 2 EA ** Extension kit: 1 EA	Upper fixed bar (2x3x28 in) * Single kit: 1 EA ** Extension kit: 1 EA	Middle fixed bar (2x2x28 in) * Single kit: 1 EA ** Extension kit: 1 EA	Base frame (40 in) * Single kit: 2 EA ** Extension kit: 1 EA	Fixed bracket * Single kit: 8 EA ** Extension kit: 8 EA	Lower fixed bracket (front) * Single kit: 2 EA ** Extension kit: 1 EA	Lower fixed bracket (back) * Single kit: 2 EA ** Extension kit: 1 EA	
								
Pipe support bracket (heating supply) * Single kit: 2 EA ** Extension kit: 1 EA	Pipe support bracket (heating return) * Single kit: 2 EA ** Extension kit: 1 EA	Pipe support bracket (gas) * Single kit: 2 EA ** Extension kit: 1 EA	Tapping screw 5x15 (washers set, stainless steel)† * Single kit: 18 EA ** Extension kit: 12 EA	M10 bolt (1 in, stainless steel) * Single kit : 6 EA ** Extension kit: 3 EA	M10 bolt (3 in, stainless steel) * Single kit: 35 EA ** Extension kit: 20 EA	M10 bolt (4 in, stainless steel) * Single kit: 12 EA ** Extension kit: 7 EA	M8 bolt (2.8 in, stainless steel) * Single kit: 4 EA ** Extension kit: 4 EA	5/32 in or 4 mm Allen wrench 1 EA

† Spare tapping screws are provided in the product package for your convenience.
* A single frame or extension rack can be used to mount one boiler using the in-line setup.
** Up to 9 extension kits (up to 10 units) can be assembled to the rack.

Note Although the floor mounting hardware is not included with this kit, you must fix the Ready-Link Commercial Rack System securely to the floor to complete installation. Use appropriate anchor bolts (3/8 in) to fix the frame to the ground.

Parts Diagram

The following diagram allows you to correctly identify each part for easy assembly.



Part list		
No.	Descriptions of parts	
1	Post bar (2x3x72 in)	
A	2	Lower fixed bracket (front)
	3	Lower fixed bracket (back)
	4	Base frame (40 in)
B	5	Upper fixed bar (2x3x28 in)
B/C	6	Fixed bracket
C	7	Middle fixed bar (2x2x28 in)
D	8	Pipe support bracket (heating supply)
	9	Pipe support bracket (heating return)
	10	Pipe support bracket (gas)
	11	Tapping screw (washer set, 5x15)
12	M10 bolts (3 in)	
13	M10 bolts (4 in)	
14	M10 Bolts (1 in)	

Installation Procedures

Assembling the foot bar

A

1. Align the bolt holes of the lower fixed brackets (front, back) to the bolt holes of the post bar.

Note Place the lower fixed bracket (back) to the side close to the M10 bolt holes of the post bar as shown in the illustration.

2. Affix the lower fixed brackets (front, back) with 5 M10 bolts (4 in).

3. Repeat steps 1 and 2 to make the second foot bar.

4. Affix the lower fixed bracket (front) to the base frame with 6 tapping screws.

5. Affix the lower fixed bracket (back) to the base frame with 3 M10 bolts (3 in).

6. Repeat steps 4 and 5 for the other foot bar.

Note The post bar may be damaged if excessive torque is applied when you tighten the M10 bolts. The maximum torque allowed when tightening the M10 bolts is 10 N-m, or 7 ft-lb.

Assembling the pipe support bracket

D

Note The M10 bolt (1 in) holes are only on the left side of the pipe support brackets (heating supply, heating return).

1. Place and affix the pipe support bracket (heating supply) to a post bar with 3 M10 bolts (3 in).

2. Affix the bracket to the lower fixed bracket (front) with 1 M10 bolt (1 in).

3. Place and affix the pipe support bracket (heating return) to a post bar with 3 M10 bolts (3 in).

4. Affix the bracket to the lower fixed bracket (front) with 2 M10 bolts (1 in).

5. Place and affix the pipe support bracket (gas) to a base frame with 2 M10 bolts (3 in).

Repeat **1-3** for the other foot bar.

Fixing the frame to the location

1. Ensure that all screws and bolts are tightened securely.

2. Fix the frame to the ground with appropriate anchor bolts.

WARNING

- Ensure that the floor is flat and strong enough to support the boiler and frame when all preparations for operation are complete.
- Ensure that the frame is fixed securely as property damage, personal injury, or death may result if the frame falls.

Note Although the floor mounting hardware is not included with this kit, you must fix the Ready-Link Commercial Rack System securely to the floor to complete installation. Use appropriate anchor bolts (3/8 in) to fix the frame to the ground. Before fixing the frame to the ground using anchor bolts, ensure that the anchor bolts protrude above the surface of the ground by at least 2 in (50 mm).

Assembling the upper bar

B

1. Place an upper fixed bar between the top of the 2 post bars and affix 4 fixed brackets with 4 M10 bolts (3 in) and 2 M10 bolts (4 in) to attach the upper fixed bar.

- The M10 bolts (4 in) are for affixing the brackets and the upper fixed bar.
- The M10 bolts (3 in) are for affixing the brackets and the post bars.

Note When attaching the upper fixed bar, position the bar with its arrow mark pointing upward.

2. Affix the mounting bracket and the rubber pad supplied with the boiler to the middle of the upper bar where the product will be attached with 4 M8 bolts (2.8 in).

Assembling the middle bar

C

Place a middle fixed bar between the middle of the 2 post bars and 4 fixed brackets with 6 M10 bolts (3 in) to attach the middle bar.

Note The post bar may be damaged if excessive torque is applied when you tighten the M10 bolts. The maximum torque allowed when tightening the M10 bolts is 10 N-m, or 7 ft-lb.

Attaching a boiler to the frame

1. Hang the boiler on the bracket of the rack.

Note The boiler is heavy. Be careful when handling the boiler.

2. Secure the boiler to the frame with 3 M10 bolt set (3 in).

Attaching an extension kit

Refer to the instructions on pages 5 to 8 to connect an additional extension rack to the single frame with the fixed brackets and M10 bolts (3 in, 4 in).

CAUTION

Check the surfaces of the boiler and rack for any scratches or chipping paint. If any of the coating is removed, rust may develop and possibly affect the lifespan of the rack. Recoat any areas where the coating is removed or scratched.

Navien

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