

# INVOICE

459-139

**TECNICA ENVIRONMENTAL  
SERVICES INC.**  
16 W 066 JEANS ROAD  
LEMONT, IL 60439  
(630) 655-9455



**BILL  
TO** Gavin School District 99  
2575 Wesyt Highway 134  
Ingleside, IL 60041

**JOB** Gavin Elementary School  
25775 West Highway 134  
Ingleside, IL 60041

CUSTOMER	PURCHASE ORDER NO.	BILL THRU	TERMS	INVOICE DATE	PAGE
GAVIN 99			Net 30	6/18/19	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1		Gavin Elementary School Asbestos Abatement Lower Level & Main Level	102,062.00	102,062.00

Remit to 16W066 Jeans Road, Lemont, IL. 60439

SALE AMOUNT

102,062.00

**TOTAL**

**\$102,062.00**

## AIA DOCUMENT G702

**PROJECT: Gavin Elementary School**  
**25775 W Highway 134**  
**Ingleside, IL 60041**

APPLICATION NO.: 1  
PERIOD TO: 3-22 Thru 6-13-19

**VIA (ARCHITECT):** TEM Environmental Services, Inc.  
174 N. Brandon Drive Street  
Glendale Heights, IL 60139

**CONTRACT DATE:** March 22, 2019

Application is made for Payment, as shown below, in connection with the Contract.

1.	ORIGINAL CONTRACT SUM	\$	102,062.0
2.	Net change by Change Orders	\$	
3.	CONTRACT SUM TO DATE (Line 1+2)	\$	102,062.0
4.	TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	102,062.0
5.	RETAINAGE:		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

6.	TOTAL EARNED LESS RETAINAGE	\$	102,062.00
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	
8.	CURRENT PAYMENT DUE	\$	102,062.00
9.	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	

State of: Illinois County of: Cook  
Subscribed and sworn to before me this 18 day of June, 2019

By: [Signature] Date: June 18, 2019

# ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, Based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED**  
(Attach explanation if amount  
**ARCHITECT:**

My Commission Expires Dec 16, 2019

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

**This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance, payment and acceptance of payment are without prejudice to any rights of the Owner under this Contract.**

	\$102,062.00	\$102,062.00	\$102,062.00
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**SWORN STATEMENT FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER**

STATE OF ILLINOIS

COUNTY OF DuPage

**Includes Change Order #:**

Draw #: 1

Page 1 of 1

The Affiant Sergio Munoz being duly sworn on oath deposes and says that  
he is the President of Tecnica Environmental Services, Inc. 16w066 Jeans Road Lemont, IL 60439  
(position) (firm name and address)

That he/she has a contract with Board of Education Gavin Elementary School District 37 for the Asbestos Abatement

Of the premises: Gavin Elemntry School: 25776 W. Highway 134 Ingleside, IL 60041  
(address)

That for the purpose of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvements. That there is due and to become due to them, respectively, the amounts set opposite their names for material or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

[illegible]

Amount of Original Contract  
Extras/credits to Contract  
Total contract +/- extras

**\$ 102,062.00**

3.

**\$ 102,062.00**

### Work Completed to Date

### Less Retention

**Net amount earned**

**Not previously Paid**

Not amount of this payment

Balance to become due (inc. retention)

**\$ 102,062.00**

**\$**

**\$ 102,062.00**

§

**\$ 102,062.00**

§

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed 8 100% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract on demand.

Signed: [Signature] Position: President

Subscribed and sworn to before me this 18th day of June 2019

Notary

**JULIO C HERNANDEZ**  
**Official Seal**  
**Notary Public - State of Illinois**  
**My Commission Expires Dec 16, 2019**

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 1081178

AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Tecnica Environmental Services, Inc.  
16W066 Jeans Road  
Lemont, IL 60439

**OWNER (Name and Address):**

Board of Education of Gavin School District 37  
25775 Highway 134  
Ingleside, IL 60041

**CONSTRUCTION CONTRACT**

Date: January 29, 2019

Amount: (\$ 102,062.00 ) One Hundred Two Thousand Sixty Two Dollars and 00/100

Description (Name and Location): Asbestos Abatement 2019 Flooring Replacement Project at Gavin South Middle School

**BOND**

Date (Not earlier than Construction Contract Date): March 27, 2019

Amount: (\$ 102,062.00 ) One Hundred Two Thousand Sixty Two Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Page 3

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

Tecnica Environmental Services, Inc.

Signature: [Signature]

Name and Title: SERGIO MUNOZ, PRES

(Any additional signatures appear on page 3)

**SURETY**

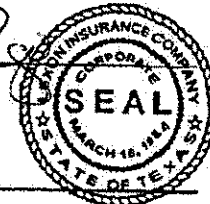
Company:

(Corporate Seal)

Lexon Insurance Company

Signature: [Signature]

Name and Title: Josefina Rojo  
Attorney-in-Fact



(FOR INFORMATION ONLY—Name, Address and Telephone)

**AGENT or BROKER:**

Mesirow Insurance Services, Inc.  
353 N. Clark  
Chicago, IL 60654-9934

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

TEM Environmental, Inc.  
174 North Brandon Drive Street  
Glendale Heights, IL 60139

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

Signature: \_\_\_\_\_

Name and Title:

Address:

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

AGREEMENT made as of the 29th day of January in the year 2019  
(In words, indicate day, month and year.)

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

Board of Education of Gavin School District 37  
25775 W. Highway 134  
Ingleside, Illinois 60041

and the Contractor:  
(Name, legal status, address and other information)

Tecnica Environmental Services, Inc.  
16W066 Jeans Road  
Lemont, IL 60439

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

ASBESTOS ABATEMENT  
2019 FLOORING REPLACEMENT PROJECT

Gavin South Middle School  
25775 W. Highway 134  
Ingleside, Illinois 60041

The Architect:  
(Name, legal status, address and other information)

TEM Environmental, Inc.  
174 N. Brandon Drive Street  
Glendale Heights, Illinois 60139

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1129793360)



## TABLE OF ARTICLES

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- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:  
(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

Phase 1 Spring Break: March 23, 2019  
Phase 2 Summer Break: June 3, 2019

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

Init.

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User Notes:

(1129793380)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: Phase 1 Spring Break: March 30, 2019  
Phase 2 Summer Break: June 16, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum, including allowances, shall be One Hundred Two Thousand Sixty Two Dollars (\$102,062.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
Cost for Unforeseen Conditions	\$10,000

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

As identified in the Project Manual

§ 4.6 Other:  
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall endeavor to make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, the Application for Payment shall be tendered to the Owner in the next month's payment submittal.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017, as amended by Owner;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, as amended by Owner; and
- 5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Ten Percent (10%) of the progress payment certified by the Architect.

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: As set forth in the General Conditions  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The release of retainage by the Owner at Substantial Completion shall be in accordance with Section 9.3.4 of AIA Document A201-2017, as amended by Owner. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017, as amended by Owner.

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

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, as amended by Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made as set forth in the General Conditions.

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest as permitted under the *Illinois Local Government Prompt Payment Act* (50 ILCS 505/1 et seq.).

(Insert rate of interest agreed upon, if any.)

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, as amended by Owner, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

## § 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017, as amended by Owner.

(Paragraphs deleted)

§ 7.1. Intentionally Deleted.

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017, as amended by Owner.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017, as amended by Owner or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mark Lindem  
Gavin School District 37  
25775 W. Highway 134  
Ingleside, Illinois 60041

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Mr. Sergio Munoz  
President  
Tecnica Environmental Services, Inc.

Init.

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User Notes:

(1129703380)

16W066 Jeans Road  
Lemont, Illinois 60439

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, as amended by Owner, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, as amended by Owner, and elsewhere in the Contract Documents.

#### § 8.6

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

#### § 8.7 Other provisions:

§ 8.7.1 Upon assignment of this Agreement by the Owner to the Construction Manager (if at all), the Construction Manager shall assume toward the Contractor all obligations and responsibilities that the Owner assumed toward the Contractor, under AIA Document A201-2017, as amended by Owner. In addition, the Contractor shall assume toward the Construction Manager all obligations and responsibilities that the Contractor assumed toward the Owner and Architect under AIA Document A201-2017, as amended by Owner. The Construction Manager shall have the benefit of all rights, remedies, and redress against the Contractor that the Owner, under AIA Document A201-2017, as amended by Owner, has against the Contractor, and the Contractor shall have the benefit of all rights, remedies, and redress against the Construction Manager that the Contractor, under AIA Document A201-2017, as amended by Owner, has against the Owner, insofar as applicable to this Agreement. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

§ 8.7.2 Notwithstanding any assignment of this Agreement by the Owner and to the fullest extent permitted by law, Contractor's obligations under Sections 3.18.1 through 3.18.6 of AIA Document A201-2017, as amended by Owner, shall also include the obligation to indemnify and hold harmless the Owner (as identified herein), Owner's Representative, Owner's individual board members, agents, consultants and employees.

### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds, as amended by Owner
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction, as amended by Owner
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

#### .5 Drawings

Number

Title

Date

#### .6 Specifications

Inf.

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User Notes:

(1129783380)

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
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☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Project Manual – Asbestos Abatement 2019 Flooring Replacement Project, dated January 14, 2019, which includes the following:

BIDDING AND CONTRACT REQUIREMENTS  
DOCUMENT 00030 - ADVERTISEMENT FOR BIDS  
DOCUMENT 00100 - INSTRUCTIONS TO BIDDERS  
DOCUMENT 00300 - BID FORM  
DOCUMENT 00410 - BID BOND  
DOCUMENT 00440 - SUBSTITUTION SHEET  
DOCUMENT 00450 - AFFIDAVITS AND CERTIFICATIONS  
DOCUMENT 00700 - GENERAL CONDITIONS  
DOCUMENT 00800 - SUPPLEMENTARY CONDITIONS  
DOCUMENT 00810 - CONTRACT  
DOCUMENT 00820 - PREVAILING WAGE REQUIREMENTS  
DOCUMENT 00850 - TECHNICAL PROPOSAL  
SECTION 01010 - PROJECT SUMMARY  
SECTION 01026 - UNIT PRICES  
SECTION 01027 - APPLICATIONS FOR PAYMENT

Init.

SECTION 01028 - CHANGE ORDER PROCEDURES  
SECTION 01030 - ALTERNATES  
SECTION 01040 - PROJECT COORDINATION  
SECTION 01060 - REGULATORY REQUIREMENTS  
SECTION 01200 - PROJECT MEETINGS  
SECTION 01310 - CONSTRUCTION SCHEDULES  
SECTION 01370 - SCHEDULE OF VALUES  
SECTION 01410 - TESTING LABORATORY SERVICES  
SECTION 01500 - TEMPORARY FACILITIES AND CONTROLS  
SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS  
SECTION 01700 - CONTRACT CLOSEOUT  
SECTION 01710 - FINAL CLEANING  
SECTION 02080 - ASBESTOS ABATEMENT

DRAWINGS

ASB01 Phase 1 Lower Level Abatement Plan  
ASB02 Phase 2 Main Level Abatement Plan

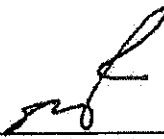
ATTACHMENTS

CERTIFIED CLEARED EMPLOYEE SUBMITTAL FORM (BACKGROUND CHECKS)

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

  
OWNER (Signature)

Mark Linden Business Manager  
(Printed name and title)

  
CONTRACTOR (Signature)

Sergio Munoz- President  
(Printed name and title)

Init.