PROJECT MANUAL

Construction Specifications

Volume # 01

Linton-Stockton Jr. Sr. High School Additions & Renovations

The SKILLMAN Corporation

AN EMPLOYEE-OWNED COMPANY

Wold VPS

TSC PROJECT NO.224720
ARCHITECT PROJECT NO. 260804037
DATE September 25, 2026
VOLUME No.01 & Division Nos. 00 & 01

PROJECT MANUAL VOLUME I

PROJECT:	Linton-Stockton Jr Sr High School Additions & Renovations 10 H Street NE Linton, IN 47441
TSC PROJECT NO.:	224720
A/E PROJECT NO.:	260804037
OWNER:	Linton-Stockton School Corporation 10 H Street NE Linton, IN 47441
ARCHITECT/ENGINEER:	Wold VPS
DATED:	September 25, 2026
PRE-BID CONFERENCE/SITE EXAMINATION:	October 20, 2026 2:00 PM local time Microsoft Teams
BIDS RECEIVED:	November 5, 2026 2:00 PM eBid (Electronic Bid Submission)
BIDDERS' CONTACTS:	**ARCHITECT/ENGINEER:** Wold VPS 1060 N Capitol Ave Suite 3-101 Indianapolis, IN 46204 Architect's Contact: George Link Phone: 317-353-3281 **CONSTRUCTION MANAGER:** The Skillman Corporation 3834 S Emerson Ave Bldg A Indianapolis, IN 46203 Project Manager: Jake Sandberg Phone: (317) 315-3570

TABLE OF CONTENTS

INTRODUCTORY INFORMATION

00 00 10 – Title Page
00 00 20 – Table of Contents

DIVISION 0 - BIDDING REQUIREMENTS, CONTRACTOR FORMS AND CONDITIONS OF THE CONTRACT

Section	00 02 00	Notice to Bidders
	00 10 00	Instructions to Bidders
	00 12 10	Substitution Request Form
	00 20 00	Information Available to Bidders
	00 30 50	Bidder Reminder List
	00 31 00	Bid Form
	00 37 00	Standard Forms
	00 41 00	Bid Bond
	00 43 50	Subcontractors and Products List
	00 50 00	Standard Form of Agreement
	00 61 00	Performance Bond and Payment Bond
	00 82 00	Schedule of Insurance Requirements
	00 82 50	Escrow Agreement

DIVISION 1 - GENERAL REQUIREMENTS

Section	01 12 00	Multiple Contract Summary
	01 23 00	Alternates
	01 25 00	Contract Modification Procedures
	01 28 00	Schedule of Values
	01 29 00	Application for Payment
	01 31 00	Project Meetings
	01 32 00	Schedules and Reports
	01 33 00	Submittal Procedures
	01 40 00	Quality Requirements
	01 45 10	Testing Laboratory Services
	01 50 50	Temporary Facilities and Controls
	01 51 10	Temporary Electricity, Lighting and Warning Systems
	01 51 30	Temporary Heating, Ventilation and Cooling
	01 51 50	Temporary Water
	01 51 60	Temporary Sanitary Facilities
	01 51 80	Temporary Fire Protection
	01 52 10	Construction Aids and Temporary Enclosures
	01 52 60	Rubbish Container
	01 53 10	Fences (Temporary Security)

	01 53 20	Tree and Plant Protection
	01 53 30	Barricades
	01 54 60	Environment Protection
	01 54 80	Utility Protection
	01 55 00	Access Roads and Parking Areas
	01 56 20	Dust Control
	01 56 30	Water Control
	01 56 80	Erosion Control
	01 56 90	Housekeeping and Safety
	01 57 60	Project Signs
	01 59 10	Project Office
	01 59 20	Offices and Sheds
	01 60 00	Product Requirements
	01 71 50	Final Cleaning
	01 72 00	Field Engineering
	01 72 50	Work Layout
	01 73 10	Cutting and Patching
	01 77 00	Contract Closeout

DIVISION 2 – EXISTING CONDITIONS

Section	02 41 13	Selective Site Demolition
	02 41 19	Selective Structure Demolition

DIVISION 3 – CONCRETE

Section	03 10 00	Concrete Forming & Accessories
	03 20 00	Concrete Reinforcing
	03 30 00	Cast-in-Place Concrete

DIVISION 4 – MASONRY

Section	04 20 00	Unit Masonry
	04 22 00	Concrete Unit Masonry

DIVISION 5 – METALS

Section	05 12 00	Structural Steel Framing
	05 21 00	Steel Joist Framing
	05 31 00	Steel Decking
	05 50 00	Metal Fabrications
	05 51 00	Metal Stairs
	05 51 33.23	Alternating Tread Steel Stairs
	05 52 13	Pipe & Tube Railings

DIVISION 6 – WOODS, PLASTICS AND COMPOSITES

Section	06 10 53	Miscellaneous Rough Carpentry

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section	07 21 00	Thermal Insulation
	07 25 00	Weather Barriers
	07 42 13	Metal Wall Panels
	07 46 46	Fiber-Cement Siding
	07 54 23	Thermoplastic Polyolefin (TPO) Roofing
	07 62 00	Sheet Metal Flashing & Trim
	07 72 00	Roof Accessories
	07 81 00	Applied Fireproofing
	07 92 00	Joint Sealants

DIVISION 8 – OPENINGS

Section	08 11 13	Hollow Metal Door & Frames
	08 14 16	Flush Wood Doors
	08 31 13	Access Doors & Frames
	08 36 13	Sectional Coiling Doors
	08 41 13	Aluminum-Framed Entrances & Storefronts
	08 44 13	Glazed Aluminum Curtain Walls
	08 71 00	Door Hardware
	08 80 00	Glazing

DIVISION 9 – FINISHES

Section	09 22 16	Non-Structural Metal Framing
	09 29 00	Gypsum Board
	09 30 00	Ceramic Tiling
	09 51 13	Acoustical Panel Ceilings
	09 64 66	Wood Flooring Refinishing
	09 65 13	Resilient Base & Accessories
	09 65 19	Resilient Tile Flooring
	09 65 66	Resilient Athletic Flooring
	09 67 23	Resinous Flooring
	09 68 13	Tile Carpeting
	09 77 00	Fiber- Reinforced Polymer (FRP) Special Wall Surfacing
	09 84 00	Acoustic Panels
	09 91 13	Exterior Painting
	09 91 23	Interior Painting

DIVISION 10 – SPECIALTIES

Section	10 14 00	Signage
	10 21 13	Toilet Compartments
	10 28 00	Toilet & Bath Accessories
	10 44 13	Fire Extinguisher Cabinets
	10 44 16	Fire Extinguishers
	10 51 13	Metal Lockers

DIVISION 11 – EQUIPMENT

Section	11 66 23	Gymnasium Equipment
	11 66 53	Gymnasium Divider Curtains

DIVISION 12 – FURNISHINGS

Section	12 32 00	Manufactured Wood Casework

DIVISION 21 – FIRE SUPPRESSION

Section	21 05 23	General Duty Valves for Water Based Fire Suppression Piping
	21 05 48	Vibration and Seismic Controls for Fire Suppression Piping and Equipment
	21 13 13	Wet Pipe Sprinkler Systems

DIVISION 22 – PLUMBING

Section	22 05 17	Sleeves & Sleeve Seals for Plumbing Piping
	22 05 18	Escutcheons for Plumbing Piping
	22 05 23.12	Ball Valves for Plumbing Piping
	22 05 23.13	Butterfly Valves for Plumbing Piping
	22 05 23.14	Check Valves for Plumbing Piping
	22 05 29	Hangers & Supports for Plumbing Piping & Equipment
	22 05 48	Vibration & Seismic Controls for Plumbing Piping & Equipment
	22 05 53	Identification for Plumbing Piping & Equipment
	22 05 93	Testing, Adjusting & Balancing for Plumbing
	22 07 19	Plumbing Piping Insulation
	22 11 16	Domestic Water Piping
	22 11 19	Domestic Water Piping Specialties
	22 13 16	Sanitary Waste & Vent Piping
	22 13 19	Sanitary Waste Piping Specialties
	22 13 19.13	Sanitary Drains
	22 14 14	Storm Drainage Piping
	22 14 23	Storm Drainage Piping Specialties
	22 42 00	Commercial Plumbing Fixtures
	22 47 16	Pressure Water Cooler

DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

Section	23 05 00	Common Work Results for HVAC
	23 05 13	Common Motor Requirements for HVAC Equipment
	23 05 29	Hangers & Supports for HVAC Piping & Equipment
	23 05 48	Vibration & Seismic Controls for HVAC
	23 05 53	Identification for HVAC Piping & Equipment
	23 05 93	Testing, Adjusting & Balancing for HVAC
	23 07 13	Duct Insulation

	23 09 00	Direct Digital Control Systems for HVAC
	23 11 23	Facility Natural-Gas Piping
	23 31 13	Metal Ducts
	23 33 00	Air Duct Accessories
	23 34 23	HVAC Power Ventilators
	23 36 00	Air Terminal Units
	23 37 13	Diffusers, Registers & Grilles
	23 37 16	Fabric Air Distribution Devices
	23 74 16.13	Packaged, Large-Capacity, Rooftop Air-Conditioning Units
	23 81 26	Split System Air Conditioners
	23 82 39.19	Wall & Ceiling Unit Heaters

DIVISION 26 – ELECTRICAL

Section	26 05 00	Common Work Results for Electrical
	26 05 19	Low-Voltage Electrical Power Conductors & Cables
	26 05 26	Grounding & Bonding for Electrical Systems
	26 05 29	Hangers & Supports for Electrical Systems
	26 05 33.13	Conduits for Electrical Systems
	26 05 33.16	Boxes & Covers for Electrical Systems
	26 05 43	Underground Ducts & Raceways for Electrical Systems
	26 05 44	Sleeves & Sleeve Seals for Electrical Raceways & Cabling
	26 05 53	Identification for Electrical Systems
	26 05 73.13	Short-Circuit Studies
	26 05 73.16	Coordination Studies
	26 05 73.19	Arc-Flash Hazard Analysis
	26 09 23	Lighting Control Devices
	26 22 13	Low-Voltage Distribution Transformers
	26 24 16	Panelboards
	26 27 16	Electrical Cabinets & Enclosures
	26 27 26	Wiring Devices
	26 28 13	Fuses
	26 28 16	Enclosed Switches & Circuit Breakers
	26 29 13.03	Manual & Magnetic Motor Controllers
	26 43 13	Surge Protective Devices for Low-Voltage Electrical Power Circuits
	26 51 19	LED Interior Lighting
	26 52 13	Emergency & Exit Lighting
	26 56 19	LED Exterior Lighting

DIVISION 27 – COMMUNICATIONS

Section	27 05 00	Common Work Results for Communications
	27 05 26	Grounding & Bonding for Communications Systems
	27 05 28	Pathways for Communications Systems
	27 05 43	Underground Ducts & Raceways
	27 05 53	Identification for Communications Systems
	27 11 00	Communications Equipment Room Fittings

	27 11 16	Communications Cabinets, Racks, Frames & Enclosures
	27 11 19	Communications Termination Blocks & Patch Panels
	27 14 23	Communications Optical Fiber Backbone Cabling
	27 15 00.23	Audio Video Communications Horizontal Cabling
	27 15 13	Communications Copper Horizontal Cabling
	27 15 43	Communications Faceplates & Connectors
	27 41 16	Integrated Audio Video Systems & Equipment
	27 51 23	Central Sound & Paging System

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

Section	28 13 00	Access Control
	28 23 00	Video Security System
	28 46 21.11	Addressable Fire Alarm Systems

DIVISION 31 – EARTHWORK

Section	31 10 00	Site Clearing
	31 20 00	Earth Moving
	31 22 19	Finish Grading
	31 23 00	Excavation & Fill
	31 50 00	Excavation Support & Protection

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section	32 12 14	Synthetic Turf
	32 12 16	Asphalt Paving
	32 13 13	Concrete Paving
	32 25 69	Synthetic Track Resurfacing
	32 92 00	Turf and Grasses

DIVISION 33 – UTILITIES

Section	33 10 00	Water Utilities
	33 40 00	Storm Drainage Utilities
	33 46 00	Subdrainage

END OF SECTION 00 00 20

BIDDING

SECTION 00 02 00 - NOTICE TO PRE-QUALIFIED BIDDERS

NOTICE TO PRE-QUALIFIED TIER 1 BIDDERS

Notice is hereby given that sealed bids will be received for a Public CMc Project under IC 5-32:

By: The Skillman Corporation, Construction Manager

For: Linton-Stockton Jr Sr High School Additions & Renovations

At: November 5, 2026 e-Bid (Electronic Bid Submission)

Until: 2:00 PM (local time)

Bid Opening: Bids will be publicly opened and read aloud at 2:00 PM (local time) via Microsoft Teams.

All work for the complete construction of the Project will be under one or more sub-contracts with the Construction Manager based on bids received from pre-qualified tier 1 bidders and on combinations awarded. Award of contracts will be in accordance with Indiana Public Bidding Laws. The Construction Manager will not self-perform any of the work on this project.

Construction shall be in full accordance with the Bidding Documents which are on file with the Owner and Construction Manager and may be examined by prospective bidders at the following locations:

Office of the Construction Manager
The Skillman Corporation
3834 S. Emerson Avenue, Building A
Indianapolis, IN 46203

The Skillman Plan Room

www.skillmanplanroom.com

Pre-Qualified Bidders, sub-subcontractors and material suppliers must place an order on **www.skillmanplanroom.com** to be able to download documents electronically or request printed documents. There is no cost for downloading the bidding documents. Bidders desiring printed documents shall pay for the cost of printing, shipping and handling. Reprographic Services are provided by:

Eastern Engineering 9901 Allisonville Road, Fishers, IN 46038, Phone 317-598-0661

A Pre-Bid Conference will be held on October 20, 2026 at 2:00 PM local time, via Microsoft Teams (link below). Attendance by bidders is optional, but recommended, to clarify or answer questions concerning the Drawings and Project Manual for the Project.

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/252742072115845?p=h5v17rLd9sVcxBTbMc
Meeting ID: 252 742 072 115 845
Passcode: Kb9TW6U5

Need help? | System reference
Dial in by phone
+1 317-762-3960,,120791195# United States, Indianapolis
Find a local number
Phone conference ID: 120 791 195#
For organizers: Meeting options | Reset dial-in PIN

The following are the Bid Categories under consideration for this project.

01-General Trades
02-Structural Steel
03-Masonry
04-Roofing
05-Metal Studs, Drywall & Ceilings
06-Flooring
07-Fire Protection
08-Plumbing & HVAC
09-Electrical & Technology

Bid security in the amount of ten percent (10%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The successful Bidders will be required to furnish Dual Obligee Performance and Payment Bonds for one hundred percent (100%) of their Contract amount prior to execution of Contracts.

Subcontractors submitting bids for the performance of Work as specified in this building Project should make such Bids to **The Skillman Corporation.** Contractors shall enter into a sub-contract with The Skillman Corporation as the Construction Manager CMc for the Owner.

The Owner and the Construction Manager reserve their rights to accept or reject any Bid (or combination of Bids) and to waive any irregularities in bidding. All Bids may be held for a period not to exceed **60** days before awarding contracts.

THE SKILLMAN CORPORATION

END OF SECTION 00 02 00

Notice to Sub-Contractors - Pre-Qualification

Date: September 28, 2026

Re: Linton-Stockton Jr Sr High School Additions & Renovations
10 H St NE
Linton, IN 47441

The Skillman Corporation Project No. 224720

All first tier subcontractors wishing to bid and contract for this project must be prequalified in order to participate in the bidding process and to be considered for an award of contract. The prequalification process will be administered by the Owner's Construction Manager as Constructor (CMc), The Skillman Corporation. The following are the Bid Categories under consideration for this project.

01-General Trades
02-Structural Steel
03-Masonry
04-Roofing
05-Metal Studs, Drywall & Ceilings
06-Flooring
07-Fire Protection
08-Plumbing & HVAC
09-Electrical & Technology

In order to prequalify, first tier subcontractors must submit their completed Prequalification Form conforming to the requirements set forth below no later than October 29, 2026. The CMc reserves the right to extend this deadline in its sole discretion. The Prequalification Form is available for pick up by interested first tier subcontractors at The Skillman Corporation's Office. Prequalification Form will also be available via email, requests shall be sent to Andrew Huehls at ahuehls@skillman.com. Bid documents will be available on or after October 1, 2026.

Prequalification requirements set forth by Linton- Stockton School Corporation are as follows**:**

- Performance & Payment Bond from company with a rating of A+ VII, A VII or A- VII by A. M. Best and lawfully authorized to do business in the jurisdiction in which the Project is located.
- Must be able to obtain Insurance in the amount of $3 Million Commercial General Liability; $3 Million Aggregate; $5 Million Umbrella from company with a rating of A+ VII, A VII or A- VII by A. M. Best and lawfully authorized to do business in the jurisdiction in which the Project is located.
- Provide an arbitration and litigation history on all construction contracts in the last 10 years.
- Provide record of safety history to include EMR, DART, TRIR and history of OSHA violations.
- Provide history of contracting with or hiring minority, women, and veteran business enterprises on prior projects and include date of projects.
- Sub-contractors must commit and be able to comply with applicable laws including but not limited to the requirements detailed in the bidding documents and found in applicable public works and contract statutes.
- First tier subcontractors may be found to be unqualified for this project if the CMc, Architect, or Owner determines that: (i) the above requirements have not been satisfied, (ii) a history of non-compliance by the first tier subcontractor that has negatively impacted the schedule, budget, safety or quality of a project, (iii) if the first tier subcontractor's experience on comparable projects is insufficient, or (iv) the first tier subcontractor's available manpower is insufficient based on its current workload.

Linton- Stockton School Corporation

SECTION 00 10 00 - INSTRUCTIONS TO BIDDERS

To be considered, bids must be submitted in accordance with these Instructions to Bidders.

PART 1 - GENERAL

General Information Notes

A. Definitions set forth in the amended General Conditions of the Contract for Construction, In Section 00 70 00, are applicable to these Instructions to Bidders.

B. Communications for the administration of the Contract shall be as set forth in the amended General Conditions and, in general, shall be through the Construction Manager.

1.01 DOCUMENTS

A. Prime Bidders shall obtain complete sets of Bidding Documents at www.skillmanplanroom.com.

B. Non-Prime Bidders may select individual sheets. Non-Prime Bidders shall identify sheets requested. The Construction Manager/Architect shall not be responsible for choosing correct sheets for Non-Prime Bidders.

C. Failure to Execute Contract Documents: In the event the Bidder withdraws the bid or fails to execute a satisfactory Contract and furnish a satisfactory Contract Performance Bond and Payment Bond with a surety company in accordance with Article 1.16 of these Instructions to Bidders within 10 days after a contract has been awarded to the Bidder may forfeit their bid security required herein.

D. Test Boring Data concerning subsurface materials or conditions which are based upon test pits or test borings has been obtained by the Owner for the Architect's use in designing Project. A copy of this report is included in this Project Manual as Section 00 20 00. Its accuracy or completeness is not guaranteed by the Owner, Architect or Construction Manager and in no event is it to be considered as part of the Contract Drawings and Specifications. The Contractor must assume all responsibility in excavating for this Project and shall not rely on subsurface information obtained from Architect, Construction Manager, or Owner. Bidders shall make their own investigation of existing subsurface conditions; neither Owner, Construction Manager, nor Architect will be responsible in any way for additional compensation for excavation work performed under the Contract due to Contractor's assumptions based on Test Boring Data prepared solely for Architect's use.

1.02 BIDDERS' EXAMINATION AND REPRESENTATION

A. Before submitting a bid, each Bidder should carefully examine the Documents and the construction site and fully inform himself with the limitations and conditions related to the Work included in his bid and shall include in his Bid a sum to cover the cost of such items. Contractors will not be given extra payments for conditions, which could have been determined by examining the site and the documents.

B. It is the purpose and intent of the Contract Documents that a fully complete job be accomplished. It shall be each Bidder's responsibility to include costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals, whether or not specifically required in the Specifications and Drawings.

C. Each Bidder by making his bid represents that he has read and understands the bidding documents.

D. Each Bidder by making his Bid represents that he has visited the site and familiarized himself with the local conditions under which the Work shall be performed.

E. Each Bidder shall be responsible for being completely familiar with the work of other bid package(s), which require interface of Work with the bid package(s) on which the Bidder is bidding.

F. No allowance shall be subsequently made in behalf of a Bidder by reason of an error or oversight on its part resulting from its failure to so examine the Construction Documents for the other trades.

G. Each Bidder understands that past acceptance of products does not assure acceptance on this Project. Products not specifically specified require requests for approval prior to bid due date.

H. This is a Construction Management at Risk project. All Prime Bidders on this Project shall be Subcontractors to The Skillman Corporation. The Skillman Corporation may award separate or combined Contracts for Bid Categories involved in the Project.

I. Safety Program. Each Contractor and subcontractor is responsible for the safety and security of employees and Work areas under their control and will, therefore, provide a written safety and HAZCOM program to The Skillman Corporation for jobsite file.

1.03 QUALIFICATIONS OF BIDDERS

A. The Owner shall have the right to take such other steps deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner such data for this purpose as requested.

B. Each Bid and each exact copy thereof must be accompanied by a financial statement on the format of Indiana Form No. 96 (revised 2013), as prescribed by the State Board of Accounts of Indiana. This shall clearly show the Bidder's financial resources, his construction experience, his organization, and equipment available for Work contemplated.

1.04 CLARIFICATION OF BIDDERS' QUESTIONS

A. Questions for this Project shall be directed to the Construction Manager and the Architect.

B. Each Bidder is responsible for calling to the attention of the Construction Manager and the Architect ambiguities, inconsistencies, discrepancies, errors, or omissions, which occur in the Contract Documents for his part of the Work. Failing to request clarification, the Bidder will be expected to overcome such conditions without additions to his bid prices.

C. Prospective Bidders in doubt as to the true meaning of a part of the Drawings, Specifications, or other Contract Documents shall submit to the Construction Manager and the Architect, not less than ten (10) days before the date of the bid, a written request for interpretation and clarification.

D. Bidders are instructed to request interpretations and the issuing of Addenda if the Contract Documents call for materials, equipment, or methods which adversely affect the cost or quality of the Project or are unavailable.

1.05 APPROVAL BEFORE BIDDING

A. If a contractor preparing bids for submission on the Work is in doubt as to the acceptability of a manufacturer's material or equipment, under the requirements as set forth in the Specifications, he shall require that representatives of the proposed manufacturer or supplier contact the Architect and request a ruling on the acceptability of the material or equipment in question. The contact should be made within the time herein required before the date scheduled for the closing of bids, so that an Addendum can be issued to clarify the situation.

B. It is not possible to set the time allowance for the resolution of every problem; however, the time allowed shall not be less than 10 days before bid date. Each party requesting a ruling under this Article shall be responsible for the proper evaluation of the time involved and shall submit his request in ample time, as determined by the Architect, to process it.

C. Prior to receipt of bids, the Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are submitted in writing within the time period stated before the date and time set for receipt of bids, and are accompanied by full and complete technical data and other information required by the Architect to evaluate the proposed substitution.

D. Requests for product approval shall be submitted on sample form following this Section and sent to**: The Skillman Corporation, attention Jake Sandberg.**

1.06 ADDENDA

A. Additional information required by the Bidders, revisions in the Work, changes or additions, discrepancies in the Bidding Documents, or clarifications will be in the form of addenda written by the Architect and issued by the Construction Manager to Prime Bidders of Record as of the date of such addenda.

B. The Owner, Architect and Construction Manager reserve the right to issue addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids.

C. All addenda will be posted on www.skillmanplanroom.com and each Bidder of Record Shall be notified. Prospective Bidders requesting a copy shall be directed www.skillmanplanroom.com. Bidders who will submit a bid to the Owner with the intent of entering into a Contract with the Owner and are registered plan holders on www.skillmanplanroom are considered "Bidders of Record". Copies of addenda will be available for inspection wherever Contract Documents are on file for that purpose.

D. Bidders are responsible for acquiring each issued addendum in time to incorporate them into their proposal.

E. In the event delivery of addenda to Bidders is delayed, for reasons not the fault of the Bidders, the Owner may be requested to allow a reasonable extension of time for the opening of bids, to permit inclusion of such addenda.

F. Each Bidder shall enumerate in his Bid each addendum he has received.

G. If a Bidder fails to indicate receipt of each addendum through the last addendum, issued by the Architect and Construction Manager, on its Bid Proposal Form, the bid of such Bidder shall:

1. Clearly indicate that the Bidder received the addendum, such as where the addendum added another item to be bid upon and the Bidder submitted a bid on that item; or

2. Indicate the addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect, as determined by the Construction Manager on price, quantity, quality, or delivery of the item bid upon.

Failure to include either item above will be reason to deem the bid non-responsive.

1.07 ALTERNATIVES

A. Requested alternatives are listed on the Bid Proposal Form and are described in detail under Section 01 23 00 - Alternates, Division 1 - General Requirements. They must be bid with base bid. NOTE: The terms "alternate" and "alternative" are used interchangeably to have the same meaning in this Project Manual and on the Drawings.

B. The cost of each alternate shall include omissions, additions, and adjustments of trades as may be necessary because of each change, substitution, addition, or omission.

C. Each Bidder shall be responsible for bidding alternates which affect the Work of the base bid he is bidding, regardless of whether listed or not listed on the Supplemental Bid Proposal Form. If an applicable alternate(s) is not listed on the Supplemental Bid Proposal Form, the Bidder shall submit on his letterhead the cost of said alternate(s). No additional costs will be allowed after signing of Contract for failure to bid applicable alternates.

D. The Owner retains the right to include or exclude work required by Alternates, for the sums established exercisable within one hundred twenty (120) days from and including the date of signing the Contract.

1.08 UNIT PRICES – NOT USED

1.09 ARCHITECT'S AND CONSTRUCTION MANAGER'S COOPERATION DURING BIDDING PERIOD

A. Each Bidder is encouraged to contact the Architect and Construction Manager in the event that problems occur, or questions arise in analyzing the Drawings and Specifications, where additional clarification or information would be helpful in the preparation of a proper bid.

B. The Architect and Construction Manager will cooperate fully in connection with requests, and will provide information required, providing the Architect's and Construction Manager's ethical responsibilities are not encroached upon. This will include, upon request, providing information in order to clarify basic intentions of the Specifications; and other assistance as may be helpful in the preparation of a proper, competitive bid.

C. It is the general policy of the Architect and Construction Manager to be as helpful as possible to Bidders, insofar as is consistent with fair and open competition.

1.10 BIDDING PROCEDURES

A. Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project Name, the Bidder's name, the bid package (scope), the date and time of the bid opening, Owner's address, and address to where bid is delivered on the envelope, prior to the date and time established in the Invitation to Bidders for the receipt of Bids.

B. Unless the Bidder withdraws the bid as provided in Article 1.12 hereof, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

C. Bids which are not signed by the individuals making them shall have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids, which are signed for a partnership, shall be signed by the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid, executed by the partners.

D. Each Bidder shall enumerate in his bid the addenda he has incorporated into his proposal.

E. It is the Bidder's responsibility to include in his bid costs necessary for a completed and finished project for items of Work bid upon.

F. Bidders are to indicate alternate pricing on their Bid Form.

G. This Project is Tax Exempt.

1.11 BID SECURITY

A. The amount of bid security required, and the type acceptable, is defined in the Invitation to Bidders. The Surety for bid security shall be one complying with the requirements of paragraph 1.16 of these Instructions to Bidders.

B. Bid security of the two (2) apparent low Bidders may be held following the bid opening, for not more than the maximum number of days stipulated in the Invitation to Bidders, unless agreed otherwise; except that in the event a Bidder has been awarded the Contract and has failed to execute same or furnish proper performance and payment bonds, then the bid security of such Bidder will be subject to forfeit, and the next responsive Bidder, if tendered the Contract, will be subject to the same provisions as hereinbefore set forth. Should the award fall to the third responsive

Bidder because of default of the previous two Bidders, the same condition will apply to the third Bidder as hereinbefore set forth.

C. The bid security of Bidders other than the two (2) apparent low Bidders for each category may be returned within ten (10) days after the opening of bids, at the Owner's or Construction Manager's option.

D. The bid security of the two (2) apparent Bidders will be returned within ten (10) Days after the Form of Agreement has been executed, upon request.

E. In the event that the Owner should decide to reject all bids, the bid securities will be returned within 72 hours following that decision.

F. Bid security is subject to forfeiture if a bid is withdrawn during the time period bids are to be held.

G. The two (2) apparent low Bidders will be required to submit a complete list of subcontractors, material suppliers, and products on Section 00 43 50 – Subcontractors and Products List, to the Construction Manager within 48 hours after being notified by The Skillman Corporation. Failure to submit this information within the required time may be considered as grounds for rejection of the bid.

H. Manufacturers approved by addenda may be written in appropriate location.

I. If Bidder awarded the Contract fails to indicate a specific product or manufacturer or lists multiple products and manufacturers for the same product, that Bidder (Contractor) shall provide the first listed product and manufacturer in the specification section.

1.12 MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

A. Bids may be modified prior to bid opening time.

1.13 OPENING OF BIDS

A. The Invitation to Bidders indicates the time and place fixed for opening of bids.

B. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered responsive.

C. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified.

D. The amounts involved in alternates requested will be read or disclosed as part of the requirements of this Article. Voluntary alternates will not be considered.

E. The Owner and the Construction Manager reserves the right to delay the time for opening of bids when, in his judgment, it is desirable or necessary.

1.14 DISQUALIFICATION

A. The Skillman Corporation reserves the right to reject each and every Bid, to waive formalities or informalities in bidding, to accept or reject alternates regardless of their order or sequence.

B. The right is reserved to reject a Bid where an investigation of the available evidence of information does not satisfy the Owner or the Construction Manager that the Bidder is responsible to perform the terms of the Contract Documents.

C. Only “bona fide” bids in a definite stated amount, without special clauses governing price of labor and material increases, will be considered. The Contract shall not include what is commonly known as an “Escalator Clause".

D. Bids which contain qualifications or conditions that are contrary to the text or intent of the Contract Documents, and which are inserted in the bid for the purpose of limiting or otherwise qualifying the responsibility of the Bidder, outside of the text or intent of the Contract Documents, will be determined to be nonresponsive.

E. Failure to submit the requested information with the bid shall be grounds for rejecting the bid.

F. The ability of the Bidder to obtain or qualify for a performance bond or payment bond shall not be regarded as a sole test of such Bidder's competence or responsibility.

G. The Bidder acknowledges the right of the Owner to reject each bids and to waive informalities or irregularities in bids received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish the required bid security or to submit the data required by the bidding Documents or if the bid is incomplete or irregular.

1.15 DETERMINATION OF LOWEST AND BEST BID

A. Subject to the right of the Construction Manager and Owner to reject each and every bid. The Construction Manager and Owner will award the Contract for the Work to the Bidder submitting the lowest and best bid. In making their determination the Owner may take into consideration not only the amount of the bid but also:
   1. Whether the Bidder has submitted a bid or quote that conforms in all material respects to the specifications.
   2. Whether the Bidder has submitted a bid that complies specifically with the Invitation to Bid and the Instructions to Bidders.
   3. Whether the Bidder has complied with all applicable statutes.

4. The ability and capacity of the Bidder to perform the Work.
5. The integrity, character, and reputation of the Bidder.
6. The competence and experience of the Bidder.

B. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the Best.

C. In addition to the above items; the Owner will consider in awarding Work if the intent of the Guideline Schedule and completion of Work can be met within the specified number of consecutive calendar days.

1.16 PERFORMANCE BOND AND PAYMENT BOND

A. The successful Bidder, awarded the Contract on this Project and prior to the execution of the Form of Agreement, shall provide a Dual Obligee Performance Bond and Payment Bond, covering the faithful performance of the Contract and the payment of obligations arising thereunder in a penal sum equal to 100 percent of the amount of the Contract sum. Said bonds shall remain in effect for 12 months after date of final payment. Premiums shall be included and paid-for by the Contractor.

B. Bonds shall be submitted on AIA Doc. A312.

C. The Bidder shall deliver the required bonds to The Skillman Corporation not later than the date of execution of the Contract.

D. The Bidder shall require the attorney-in-fact that executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

E. Surety Company shall comply with the following:
1. Insurance and Surety Companies shall be deemed qualified and acceptable to the Owner in connection with Contractor bonding and insurance requirements under said Contracts only if such companies have a policy holders rating of "A+", "A", or "A-", a financial category not less than Class VII as shown on Best's Key Rating Guide, latest edition; provided, however, that the bond is furnished by one of the aforesaid qualified Sureties who is also listed in the Department of the Treasury Circular 570, Volume 41, No. 132 Part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject Circular, unless the excess, if any, is reinsured with the approval of the Owner.
2. Bonds shall be executed and be in force on the date of the execution of the Contract.
3. The bonds shall be made out for not less than 100 percent of the entire amounts due under the Contract, and shall make provisions to cover additional amounts which may be authorized as provided for under changes in the work; and authorized as provided for under changes in the work; and authorized extensions of time by either making provisions for such additional items in the

text of the bond or by the issuance of an amendment or rider to provide for such additional coverage.

1.17 EXECUTION OF THE CONTRACT

A. Subsequent to the award, and within ten (10) days after the prescribed Form of Agreement is presented for his signature, the Awardee shall execute and deliver them to The Skillman Corporation, in such number of counterparts as The Skillman Corporation may require.

1.18 TIME OF COMMENCEMENT AND COMPLETION

A. The Subcontractor shall commence work within ten (10) days after the effective date of the Contract, or when notified in writing to proceed, and shall complete the Work within the time limitations established in the Form of Agreement, these instructions to Bidders, and in Section 01 12 00 – Multiple Contract Summary.
   1. It is anticipated that construction will start within **151** calendar days after receipt of bids.
   2. Construction shall be complete within **653** consecutive calendar days, or earlier, after Notice to Proceed.
   3. See Section 01 32 00 – Schedules and Reports, for Guideline Project Schedule.

1.19 COMBINED BIDS

A. Bids shall be submitted for each individual bid category. Bids may also be submitted for a combination of two or more bid categories but may not be accepted unless individual bids have been submitted for each bid in the combination.

B. Separate bids and combination bids may be enclosed in a single envelope.

1.20 LIST OF MAJOR SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS

A. The two low responsive Bidders shall submit a listing of major subcontractors and manufacturers within two (2) working days (48 hrs.) of notification.

B. After submission of this list by the Bidder, and after approval by the Owner, Construction Manager, and Architect, it shall not be changed unless written approval of change is authorized by the Owner, Construction Manager, and Architect.

1.21 OUT-OF-STATE CONTRACTORS

A. Out-of-state Subcontractor, which is a corporation, shall obtain a Certificate of Authority from the Secretary of State, State of Indiana, Indianapolis, Indiana prior to transacting business in the State of Indiana in accordance with Indiana Code 23-1-49-1.

B. Proof of payment of Indiana Gross Income Tax, as provided in Chapter 370, Section 2, Subsection E, Acts of 1947, shall be submitted by out-of-state Contractor before final payment will be approved.

C. If the out-of-state Contractor is not a corporation or is a corporation but does not obtain authorization to do business in the State of Indiana, taxes will be withheld by the Owner.

END OF SECTION 00 10 00

EASTERN Engineering 50 YEARS 1972★2022 | eBid ELECTRONIC BID SUBMISSION

Electronic Bid Submission

Submit and review bids electronically through the plan room and not in person. We are here to help businesses go from paper to uploading bids electronically. Step by step we will help transition your teams today.

Easy, Confidential and Complete



Suppliers can submit bids with **no paper, no delivery and no mailing.**



Easily upload all documents from your office for both job owners and suppliers.



Complete communiation through the plan room.



The bids can't be viewed by anyone, even authorized people, until the bid day/time is past. **Secure and fair for all bidders.**



Contractors may return at any time prior to the posted bid date and time, to make changes or updates



Only after close time and only those with authorization can download, open and review the submitted bids.



When bid time ends, simply arrange a meeting to review all the bids.



Every one is working together within the online plan room.

To add this feature to your next project contact Tamara Tincher
Tamara.Tincher@easternengineering.com or (317) 827-6083.

EASTERN Engineering 50 YEARS 1972★2022

eBid ELECTRONIC BID SUBMISSION

How to submit a bid electronically through the online plan room

1) Bidders need to register and sign-in to the plan room, in order to submit a bid.

2) Click on the project listing then click 'Submit Bid' button.

3) Save your completed bid form and required forms as PDFs.

   All bid documents can be in one pdf or separate pdf documents can be uploaded.

4) Click 'Submit Bid' next to the job name on the information tab.

5) Attach bid form and required bid documents per the project specifications.

   Click 'Submit Bid' at bottom of screen.

6) You will receive a confirmation screen, stating that, "Your Bid Submission has been saved successfully."

   You will receive a confirmation email confirmation, indicating your submission was received.

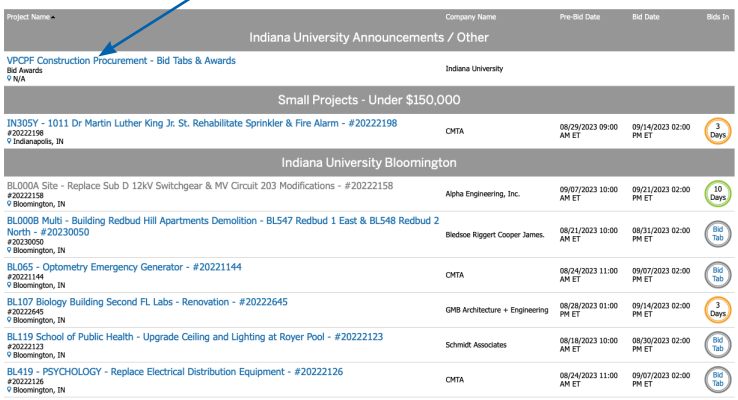
Completely Secure

- The bids can't be viewed by anyone, even authorized people, until the bid day/time is past. Keeping the process secure and fair for all bidders.
- Only after close time and only those with authorization can download, open and review the submitted bids
- Every one is working together within the online plan room and completely secure.

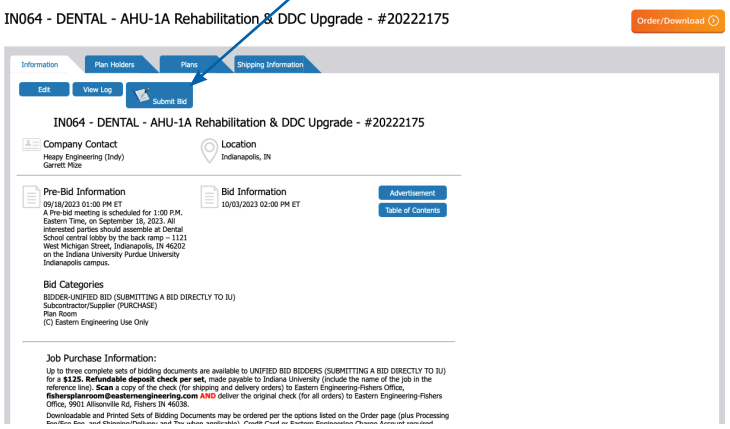
Support is Available

If you have any questions contact Tamara at Tamara.Tincher@easternengineering.com or (317) 827-6083.

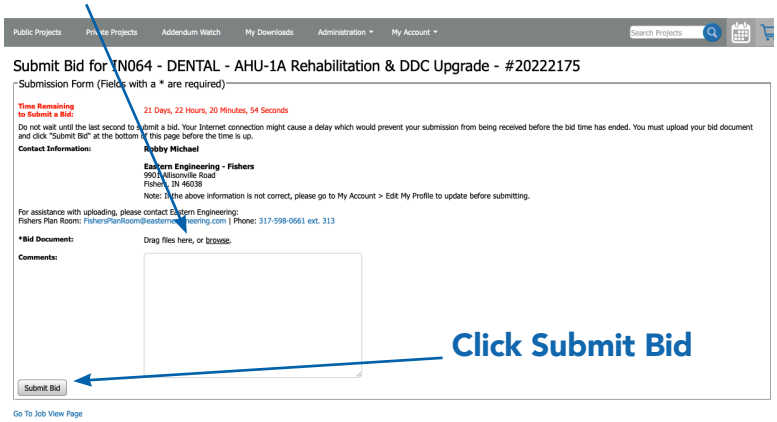
Project listing



Click on Submit Bid 



Drag file here or click browse to select your pdfs



Click Submit Bid

DOCUMENT 00 12 10 – SUBSTITUTION REQUEST FORM

TO: _____

Project: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section Paragraph Specified Item

Proposed
Substitution: _____

Attach complete technical data including laboratory tests if applicable.

Include complete information changes to Drawings and/or Specifications which proposed substitution require for proper installation.

Fill in Blanks Below, use additional sheets if necessary:

A. Does the substitution affect dimensions shown on Drawings?
_____

B. Will the undersigned pay for changes to building design, including engineering and detailing costs caused by substitution, if any?
_____

C. What effect does substitution have on other trades?

_____

D. Differences between proposed substitution and specified item?

_____

E. Manufacturer's guarantees of proposed and specified items are:

_____
_____Same _____Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

_____
Signature
_____
Firm_____
Address_____

_____
Telephone_____

For use by Design Consultant

Accepted Accepted as Noted
Not Accepted Received too Late
By_____
Date_____
Remarks_____
_____

SECTION 00 20 00 - INFORMATION AVAILABLE TO BIDDERS

A. Existing Site Survey Information: A Site survey can be found within the construction drawings. It is not however, part of the Construction Contract Documents and is for informational use only. Information found is not a warrant or guarantee by the Owner or Project Consultant. The Contractor should visit the site and acquaint himself with all existing conditions. Any additional information, needed by the Contractor, shall be obtained by the Contractor at no cost to the Owner.

B. Asbestos Report: The Asbestos Report (if applicable), prepared for the Owner, is not part of the Construction Documents, and is on file at the Owner's Office and is available for review upon written request. The Architect and Construction Manager do not accept responsibility for the information contained in the report.

D. Lead Based Paint: Lead Based Paint Report (if applicable), prepared for the Owner, is not part of the Construction Documents, and is on file at the Owner's Office and is available for review upon written request. The Architect and Construction Manager do not accept responsibility for the information contained in the report.

END OF SECTION 00 20 00

_____ NAME OF BIDDER

BIDDER REMINDER LIST TO BE COMPLETED AND INCLUDED IN BID PACKAGE FOR REVIEW AT BID OPENING

	YES	NO
Have you properly and completely executed the **Bid Form** (Section 00 31 00)?		
Is the **Bid Total** written in both words and figures?		
Are the **Alternate** quantities in both words and figures and noted as **Add or Deduct**?		
Is the Non-Collusion Affidavit, part of the Bid Form, signed & notarized?		
Include XBE Information		
Have you enclosed a certified check or **Bid Bond**? (Note: bond must be signed by Surety and Principal)		
Have you included your company's **Financial Statement**?		
Have you included your Written Drug Testing Plan that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6?		
Have Subcontractors and Products List to the Construction Manager within **48** Hours of the Bid for Apparent Low Bidders.		
On the outside of the envelope containing your Bid have you indicated: **The Project Name** **Bidder's Name** **Bid Category No.** **Date and Time of Bid Opening** **Owner's Address** Address to Where Bid is to be Delivered if different from Owners Address		

NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE CONTRACTOR'S BID MAY NOT BE ACCEPTED.

CONTRACTOR'S BID FOR PUBLIC WORKS FORM NO. 96

Format (Revised 2013)
(Amended for LSSC)

Linton-Stockton Jr Sr High School Additions & Renovations

Linton-Stockton School Corporation
Greene County, IN 47441

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year):_____

BIDDER (Firm) _____

Address _____ P.O. Box _____

City/State/Zip ___

Telephone Number: _____ Email Address: _____

Person to contact regarding this Bid_____

Pursuant to notices given, the undersigned offers to furnish labor and/or materials necessary to complete the public works project of:

_____
Insert Category No. (s) and Name(s)

Of public works project, ***Linton-Stockton Jr Sr High School Additions & Renovations***, in accordance with Plans and Specifications prepared by ***Wold VPS, 1060 N. Capitol Avenue, Suite 3-101, Indianapolis, IN 46204***, as follows:

BASE BID

For the sum of _____
(Sum in words)

_____DOLLARS ($_____)
(Sum in figures)

The undersigned acknowledges receipt of the following Addenda:
Receipt of Addenda No. (s) _____

PROPOSAL TIME

Bidder agrees that this Bid shall remain in force for a period of sixty (60) consecutive calendar days from the due date, and Bids may be accepted or rejected during this period. Bids not accepted within said sixty (60) consecutive calendar days shall be deemed rejected.

Attended pre-bid conference YES _____ NO_____

Has visited the jobsite YES _____ NO_____

The Bidder has reviewed the Guideline Schedule in Section 01 32 00 and the intent
Of the schedule can be met. YES _____ NO_____

Bidder has included their Written Drug Testing Plan that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6. YES _____ NO_____

The Skillman Corporation's diversity initiative is to create a program to encourage, assist and measure the active participation of Minority- Owned, Women-Owned, Veteran – Owned and Disabled Individual-Owned Businesses. The Program is to ensure that MWVDBEs are provided full and equal opportunity to participate in all Skillman Corporation's Projects.

Bidder has included:
DBE: YES _____% NO _____
MBE: YES _____% NO _____
WBE: YES _____% NO _____
VBE: YES _____% NO _____

The undersigned further agrees to furnish a bond or certified check with this Bid for an amount specified in the Notice to Bidders. If Alternate Bids apply, submit a proposal for each in accordance with the Plans and Specifications.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit bases, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ALTERNATE BIDS

A blank entry or an entry of "No Bid", "N/A", or similar entry on any Alternate will cause the bid to be rejected as non-responsive only if that Alternate is selected. If no change in the bid amount is required, indicate "No Change".

****MARK "ADD" OR "DEDUCT" FOR EACH ALTERNATE****

Alternate Bid No. 1 – SHOT PUT FIELD

Change the Base Bid the sum of_____
(sum in words)

_____DOLLARS ($_____) ADD DEDUCT
(sum in figures)

Alternate Bid No. 2 – GYMNASIUM F103

Change the Base Bid the sum of_____
(sum in words)

_____DOLLARS ($_____) ADD DEDUCT
(sum in figures)

Alternate Bid No. 3 – UNIT F PLUMBING

Change the Base Bid the sum of_____
(sum in words)

_____DOLLARS ($_____) ADD DEDUCT
(sum in figures)

Alternate Bid No. 4 – UNIT E PLUMBING

Change the Base Bid the sum of_____
(sum in words)

_____DOLLARS ($_____) ADD DEDUCT
(sum in figures)

PART II
(For projects of $150,000 or more – IC 36-1-12-4)

These statements to be submitted under oath by each bidder with and as a part of his bid. (Attach additional pages for each section as needed.)

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you?_____If so, where and why?

_____

_____

_____

4. List references from private firms for which you have performed work.

_____

_____

_____

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed Work. (Examples could include a narrative of when you could begin, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

3. If you intend to sublet any portion of the work, state the name and addresses of each subcontractor, equipment to be used by the subcontractor, and whether you will required a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed Project? Any equipment used by subcontractors may also be required to be listed by the governmental unit.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which corroborate the process listed.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of Bidder's financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the Contract must be specific enough in detail so that said governing body can make a proper determination of the Bidder's capability for completing the Project if awarded.

SECTION IV CONTRACTOR NON-COLLUSION AFFIDAVIT

The undersigned Bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this Bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporations has, have, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such contract.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT

Dated at _____this _____ day of _____, 20

_____
(Name of Organization)

By

_____

_____
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named

_____

Swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____,

_____
(Title)

_____
Notary Public

My Commission Expires: _____

County of Residence: _____

END OF SECTION 00 31 00

FORMS

SECTION 00 37 00 - STANDARD FORMS

PART 1 - GENERAL

1.01 The purpose of this Section is to identify some of the forms that will be used in conjunction with the administration of this Project.

1.02 BIDDING FORMS: The following three (3) forms must be submitted with the Contractor's Bid. Failure to furnish any one of the forms can be cause for the rejection of the Contractor's Bid.

A. Bid Form (Form 96 format revised): See Section 00 31 00
   1. Non-Collusion Affidavit: Part of Bid Form
B. Bid Security: See Bid Bond – Section 00 41 00
C. Written Drug Testing Plan that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6.
D. Financial Statement

1.03 CONTRACT FORMS: The following six (6) forms must be submitted and approved by the Construction Manager prior to acceptance and execution of the Agreement by the Owner.

A. Subcontractor and Material Suppliers List: See Section 00 43 50
B. Contract: See Section 00 50 00 - Agreement
C. Form of Bonds:
   1. Performance and Payment Bond (00 61 00)
D. Document 00 82 00 - Certificate of Insurance
E. IRS Form W-9, Request for Taxpayer Identification Number (end of this Section)
F. Wage Scale Affidavit: (end of this Section) - “Not Applicable”
G. Schedule of Wages (end of this Section)
H. E-Verify Compliance Affidavit (end of this Section)

1.04 ADMINISTRATIVE FORMS: Forms for monthly pay requests and the final pay request shall be acquired after the award of the Contract, by the Contractor.

A. Submittal Transmittal Record (see Section 01 33 00)
B. Look Ahead Schedule (see Section 01 32 00)
C. Receipt for Extra Stock (see Section 01 77 00)
D. Verification of Owner Training (see Section 01 77 00)

END OF SECTION 00 37 00

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

E-VERIFY COMPLIANCE AFFIDAVIT

The undersigned being duly sworn upon (his)(her) oath, now says that I, _____ (name), _____(position) at _____(business entity), do hereby state that _____(business entity) does not knowingly employ unauthorized aliens and participates in the E-Verify Program when it hires new employees to confirm their work eligibility.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

_____

Signature of affiant (include title and name of business entity)



Contractor	Schedule of Wages
Project Name & Location	PROJECT OR CONTRACT NO.:

CRAFT	WORK CLASSIFICATION	WAGE RATE PER HOUR	FRINGE BENEFITS								LABOR BURDEN					TOTAL
			H&W	PENSION	TRAINING	CAPCI	SAP	CIPCCI	IUCSAT	OTHER	FICA	FUI	SUI	WC	OTHER	

NUMBER OF EMPLOYEES ON SITE:

SIGNATURE _____ TITLE _____ DATE _____

EXHIBIT "A"

WAGE SCALE AFFIDAVIT

I, _____, _____
(name) (officer)

of _____ (Company Name), do hereby certify that the specified minimum wage scale for the stated Project being performed for _____ (Owner Name) is being met by this firm.

_____
Name
_____(Company Name)

_____
Date

NOT APPLICABLE

SECTION 00 41 00 - BID BOND

PART 1 - GENERAL

1.01 DESCRIPTION

The Bid Bond for this Project is the “Construction Management Edition, Bid Bond of the Contract for Construction", AIA Document A310, 2010 Edition, a copy of which is bound hereinafter.

END OF SECTION 00 41 00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
-

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.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:24:48 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1649110329)

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

Init.
/

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 11:24:48 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1649110329)

SECTION 00 43 50 - SUBCONTRACTORS AND PRODUCTS LIST

PART 1 - GENERAL

1.01 DESCRIPTION

A. The two (2) low responsive Bidders in each Bid Category shall furnish electronically, the following Subcontractors and Products List to the Construction Manager within **two (2) working days (48 hrs.)** of bid opening, unless submitted with Bid. . The blanks appropriate to the Bid Category(ies) on which they bid shall be completed.

1. The Owner and Architect shall have the right to select any material or equipment named in the Specifications for any particular item where the Bidder either fails to list same or lists more than one name for the item in question.
2. It is intended that this list will show the manufacturer and supplier of major items of work that will be subcontracted and to whom.

1.02 INSTRUCTIONS FOR SUBCONTRACTORS AND PRODUCTS LISTS

A. Each Bidder shall submit a copy of his list of subcontractors and manufacturers of products and equipment proposed for work indicated as required above.

B. The list shall be submitted on forms provided and shall be completely executed. "As Specified" or "With Equipment" type of terminology will not be accepted.

C. Under "Subcontractor", insert the name of the firm which the Bidder proposes to have perform the respective work. If work will be done by the Prime Bidder and no subcontract will be awarded, state "By Own Forces".

D. Submission does not constitute acceptance for use of listed manufacturers' products. Materials and subcontractors are subject to the provisions of the General Conditions and "Standard of Product Acceptability" and must be formally reviewed and adjudged acceptable by the Architect/Engineer.

E. Engineer, Architect and Owner reserve the right to reject submissions of materials, work, or subcontractors that do not, in their opinion, meet the requirements of Drawings, Specifications or job conditions.

F. Materials and subcontractors used for work on the Project shall be in accordance with accepted material list.

1. The list is intended to assure use of materials and vendors acceptably equivalent to those specified and is not a substitution sheet or complete listing of required materials or services.

2. Substitutions for listed items will not be allowed, except when termed acceptable, in writing by the Architect/Engineer, provided that substitution will result in a cost savings to the Owner , determined by the Owner to be a better product,or is made necessary due to unavailability of listed item. Unavailability shall be confirmed in writing by manufacturer named on accepted list.

1.03 CIVIL AND ARCHITECTURAL WORK SUBCONTRACTORS AND PRODUCTS LIST

BID CATEGORY NO._____

(Insert Category No. and Name)

NAME OF BIDDER_____

The undersigned hereby submits the following Subcontractors and Products List which becomes a part of the undersigned Contract proposal. Subcontractor purchased material, equipment, and labor shall be under the direct management and control of the Prime Contractor. If a dual listing of manufacturers and subcontractors is herein made, it is understood the Architect/Engineer (not the Contractor) will select the manufacturer or subcontractor of his choice. State the XBE Designation.

CIVIL AND ARCHITECTURAL WORK

Section	Description	XBE	Subcontractor	Manufacturer
02 41 13	Selective Site Demolition			
02 41 19	Selective Structure Demolition			
03 10 00	Concrete Forming & Accessories			
03 20 00	Concrete Reinforcing			
03 30 00	Cast-in-Place Concrete			
04 20 00	Unit Masonry			
04 20 20	Concrete Unit Masonry			
05 12 00	Structural Steel Framing			
05 21 00	Steel Joist Framing			
05 31 00	Steel Decking			
05 50 00	Metal Fabrications			

Section	Description	XBE	Subcontractor	Manufacturer
05 51 00	Metal Stairs			
05 51 33.23	Alternating Tread Steel Stairs			
05 52 13	Pipe & Tube Railings			
06 10 53	Miscellaneous Rough Carpentry			
07 21 00	Thermal Insulation			
07 42 46	Cementitious Wall Panels			
07 54 23	Thermoplastic Polyolefin (TPO) Roofing			
07 62 00	Sheet Metal Flashing & Trim			
07 72 00	Roof Accessories			
07 81 00	Applied Fireproofing			
07 92 00	Joint Sealants			
08 11 13	Hollow Metal Door & Frames			
08 14 16	Flush Wood Doors			
08 31 16	Access Doors & Frames			
08 36 13	Sectional Coiling Doors			
08 41 13	Aluminum-Framed Entrances & Storefronts			
08 44 13	Glazed Aluminum Curtain Walls			
08 71 00	Door Hardware			
08 71 13	Automatic Door Openers			
08 80 00	Glazing			

Section	Description	XBE	Subcontractor	Manufacturer
09 22 16	Non-Structural Metal Framing			
09 29 00	Gypsum Board			
09 30 00	Ceramic Tiling			
09 51 13	Acoustical Panel Ceilings			
09 64 66	Wood Flooring Refinishing			
09 65 13	Resilient Base & Accessories			
09 65 19	Resilient Tile Flooring			
09 65 66	Resilient Athletic Flooring			
09 67 23	Resinous Flooring			
09 68 13	Tile Carpeting			
09 91 13	Exterior Painting			
09 91 23	Interior Painting			
10 14 00	Signage			
10 21 13	Toilet Compartments			
10 28 00	Toilet & Bath Accessories			
10 44 13	Fire Extinguisher Cabinets			
10 44 16	Fire Extinguishers			
10 51 13	Metal Lockers			
11 66 23	Gymnasium Equipment			
11 66 53	Gymnasium Divider Curtains			
12 32 00	Manufactured Wood Casework			
31 10 00	Site Clearing			
31 20 00	Earth Moving			

Section	Description	XBE	Subcontractor	Manufacturer
31 22 19	Finish Grading			
31 23 00	Excavation & Fill			
31 50 00	Excavation Support & Protection			
32 12 14	Synthetic Turf			
32 12 16	Asphalt Paving			
32 13 13	Concrete Paving			
32 92 00	Turf and Grasses			
33 10 00	Water Utilities			
33 40 00	Storm Drainage Utilities			
33 46 00	Subdrainage			

Name of Bidder:	Date:
Address:	
City/State/Zip:	
Telephone:	
By:	

1.04 MECHANICAL WORK SUBCONTRACTORS AND PRODUCTS LIST

BID CATEGORY NO._____
(Insert Category No. and Name)

NAME OF BIDDER_____

The undersigned hereby submits the following Subcontractors and Products List which becomes a part of the undersigned Contract proposal. Subcontractor purchased material, equipment, and labor shall be under the direct management and control of the Prime Contractor. If dual listing of manufacturers or subcontractors is herein made, it is understood the Architect/Engineer (not the Contractor) will select the manufacturer or subcontractor of his choice.

MECHANICAL WORK

Section	Description	XBE	Subcontractor	Manufacturer
21 05 23	General Duty Valves for Water Based Fire Suppression Piping			
21 13 13	Wet Pipe Sprinkler Systems			
22 05 17	Sleeves & Sleeve Seals for Plumbing Piping			
22 05 18	Escutcheons for Plumbing Piping			
22 05 23.12	Ball Valves for Plumbing Piping			
22 05 23.13	Butterfly Valves for Plumbing Piping			
22 05 23.14	Check Valves for Plumbing Piping			
22 05 29	Hangers & Supports for Plumbing Piping & Equipment			
22 05 53	Identification for Plumbing Piping & Equipment			

Section	Description	XBE	Subcontractor	Manufacturer
22 05 93	Testing, Adjusting & Balancing for Plumbing			
22 07 19	Plumbing Piping Insulation			
22 11 16	Domestic Water Piping			
22 11 19	Domestic Water Piping Specialties			
22 13 16	Sanitary Waste & Vent Piping			
22 13 19	Sanitary Waste Piping Specialties			
22 13 19.13	Sanitary Drains			
22 14 14	Storm Drainage Piping			
22 14 23	Storm Drainage Piping Specialties			
22 42 00	Commercial Plumbing Fixtures			
22 47 16	Pressure Water Coolers			
23 05 00	Common Work Results for HVAC			
23 05 13	Common Motor Requirements for HVAC Equipment			
23 05 29	Hangers & Supports for HVAC Piping & Equipment			
23 05 48	Vibration & Seismic Controls for HVAC			
23 05 53	Identification for HVAC Piping & Equipment			
23 05 93	Testing, Adjusting & Balancing for HVAC			

Section	Description	XBE	Subcontractor	Manufacturer
23 07 13	Duct Insulation			
23 09 00	Direct Digital Control Systems for HVAC			
23 11 23	Facility Natural-Gas Piping			
23 31 13	Metal Ducts			
23 33 00	Air Duct Accessories			
23 34 23	HVAC Power Ventilators			
23 36 00	Air Terminal Units			
23 37 13	Diffusers, Registers & Grilles			
23 37 16	Fabric Air Distribution Devices			
23 37 16.13	Packaged, Large-Capacity, Rooftop Air-Conditioning Units			
23 81 26	Split System Air Conditioners			
23 82 39.19	Wall & Ceiling Unit Heaters			

Name of Bidder:	Date:
Address:	
City/State/Zip:	
Telephone:	
By:	

1.05 ELECTRICAL WORK SUBCONTRACTORS AND PRODUCTS LIST

BID CATEGORY NO._____
(Insert Category No. and Name)

NAME OF BIDDER_____

The undersigned hereby submits the following Subcontractors and Products List which becomes a part of the undersigned Contract proposal. Subcontractor purchased material, equipment, and labor shall be under the direct management and control of the Prime Contractor. If dual listing of manufacturers or subcontractors is herein made, it is understood the Architect/Engineer (not the Contractor) will select the manufacturer or subcontractor of his choice.

ELECTRICAL WORK

Section	Description	XBE	Subcontractor	Manufacturer
26 05 00	Common Work Results for Electrical			
26 05 19	Low-Voltage Electrical Power Conductors & Cables			
26 05 26	Grounding & Bonding for Electrical Systems			
26 05 29	Hangers & Supports for Electrical Systems			
26 05 33.13	Conduits for Electrical Systems			
26 05 33.16	Boxes & Covers for Electrical Systems			
26 05 43	Underground Ducts & Raceways for Electrical Systems			
26 05 44	Sleeves & Sleeve Seals for Electrical Raceways & Cabling			

26 05 53	Identification for Electrical Systems			
26 05 73.13	Short-Circuit Studies			
26 05 73.16	Coordination Studies			
26 05 73.19	Arc-Flash Hazard Analysis			
26 09 23	Lighting Control Devices			
26 22 13	Low-Voltage Distribution Transformers			
26 24 16	Panelboards			
26 27 16	Electrical Cabinets & Enclosures			
26 27 26	Wiring Devices			
26 28 13	Fuses			
26 28 16	Enclosed Switches & Circuit Breakers			
26 29 13.03	Manual & Magnetic Motor Controllers			
26 43 13	Surge Protective Devices for Low-Voltage Electrical Power Circuits			
26 51 19	LED Interior Lighting			
26 52 13	Emergency & Exit Lighting			
26 56 19	LED Exterior Lighting			
27 05 00	Common Work Results for Communications			

27 05 26	Grounding & Bonding for Communications Systems			
27 05 28	Pathways for Communications Systems			
27 05 43	Underground Ducts & Raceways			
27 05 53	Identification for Communications Systems			
27 11 00	Communications Equipment Room Fittings			
27 11 16	Communications Cabinets, Racks, Frames & Enclosures			
27 11 19	Communications Termination Blocks & Patch Panels			
27 14 23	Communications Optical Fiber Backbone Cabling			
27 15 00.23	Audio Video Communications Horizontal Cabling			
27 15 13	Communications Copper Horizontal Cabling			
27 15 43	Communications Faceplates & Connectors			
27 41 16	Integrated Audio Video Systems & Equipment			
27 51 23	Central Sound & Paging System			

28 13 00	Electronic Access Control			
28 23 00	Video Security System			
28 46 21.11	Addressable Fire Alarm Systems			

Name of Bidder:	Date:
Address:	
City/State/Zip:	
Telephone:	
By:	

END OF SECTION 00 43 50

SECTION 00 50 00 - AGREEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

The Agreement shall be the "Construction Management Edition, Standard Form of Agreement between Owner and Contractor", AIA Document A401 - 2017, a draft copy is included herein, and which when executed, will become a part of the Contract Documents of the successful Bidder.

END OF SECTION 00 50 00

AIA® Document A401® – 2017

Standard Form of Agreement Between Contractor and Subcontractor

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

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

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

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated:

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

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

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts and other information deemed confidential may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor upon Subcontractor's request and it is Subcontractor's sole responsibility to request and review the Prime Contract.

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

The Contractor and the Subcontractor 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.

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

TABLE OF ARTICLES

1 THE SUBCONTRACT DOCUMENTS

2 MUTUAL RIGHTS AND RESPONSIBILITIES

3 CONTRACTOR

4 SUBCONTRACTOR

5 CHANGES IN THE WORK

6 CLAIMS AND DISPUTES

7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

8 THE WORK OF THIS SUBCONTRACT

9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

10 SUBCONTRACT SUM

11 PAYMENTS

12 INSURANCE AND BONDS

13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

14 MISCELLANEOUS PROVISIONS

15 ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein To the extent there is a conflict or ambiguity in the terms of the Subcontract Documents, the Subcontractor shall perform its Work to the most strict standard and with the highest quality.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract 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 Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15. If Contractor and Owner do not enter into a fully executed Prime Contract, including any related agreement on a Guaranteed Maximum Price or Contract Sum, this Subcontract shall be null and void and Subcontractor shall only be entitled to its proportional share of any relief actually received by Contractor from Owner for Subcontractor's Work.

§ 1.3 The General Conditions governing this Subcontract shall be the General Conditions set forth in the Prime Contract between Owner and Contractor. .

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5. Subcontractor expressly assumes all financial risk of any modifications or changes to its Work or this Agreement made during the performance of Subcontractor's Work that are not

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

memorialized by a Modification or Change Order or other amendment signed by both Contractor and Subcontractor prior to the performance of such modification or change to its Work.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and the provisions of the Prime Contract that apply to the Work of the Subcontractor. The Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under the Prime Contract, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under the Prime Contractor, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under the Prime Contract, has against the Contractor. The Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under the Prime Contract, has against the Owner, insofar as applicable to this Subcontract but only to the extent that Contractor actually receives relief from the Owner under the Prime Contract for Subcontractor's Work.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details. Subcontractor shall notify Contractor in writing within five (5) days of receiving schedule information from Contractor of any conflicts with or impacts to Subcontractor's Work or the work of Contractor or other subcontractors. Subcontractor's failure to provide such written notification will be a waiver of any Claim for additional time or compensation arising from any such conflicts with or impacts to Subcontractor's Work.

§ 3.2.2 The Contractor may provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor may be reimbursed by the Contractor.

§ 3.2.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect discovered in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 [omitted]

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim which relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor to the extent caused or contributed to by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable.

§ 3.4.2

(Paragraphs deleted)

[omitted]

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within 48 hours after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness and to the satisfaction of Contractor, the Contractor may and without prejudice to any other remedy the Contractor may have, make good such deficiencies and deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor. Any provisions of the Subcontract or the Subcontract Documents with respect to dispute resolution shall not apply to Contractor's rights under this paragraph. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to Contractor within ten (10) days of Contractor's demand for payment. .

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative. The Subcontractor warrants to the Contractor that the Work and services of the Subcontractor will be undertaken as an independent contractor and that Contractor shall not have direct control over or charge of the acts or omissions of Subcontractor, the agents or employees of the Subcontractor or any other persons performing portions of Subcontractor's Work.

§ 4.2 Execution and Progress of the Work

(Paragraphs deleted)

§ 4.21 The Subcontractor shall supervise and direct the Subcontractor's Work and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

Contractor, other subcontractors or Owner's own forces. Subcontractor agrees to accept responsibility for all damages caused or contributed to by Subcontractor or those for whom Subcontractor is responsible. If any dispute arises between Subcontractor and another subcontractor, the Architect, or Owner as to which party is responsible for any item of damage, the dispute shall be submitted to the Contractor for decision and determination as to responsibility.

§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit to the Contractor within ten (10) days of signing this Agreement, a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

§ 4.2.3.2 Subcontractor shall furnish within ten (10) days of signing this Agreement a complete list of all subcontractors and suppliers who will furnish labor or material to a project. Subcontractor shall furnish signed lien waivers and releases upon request for each subcontractor and supplier listed.

§ 4.2.3.3 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents. The Subcontractor shall be bound by all submittal schedules and requirements under the Prime Contract and shall reimburse Contractor for all costs or damages Contractor incurs which result from or are attributable to Subcontractor's failure to satisfy the requirements of this paragraph.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's or Contractor's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect its Work and the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors. Subcontractor's failure to comply with this paragraph shall be a waiver of any Claim for additional time or compensation arising from any such conflicts with or impacts to Subcontractor's Work.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor agrees that it is responsible for the safety of its employees, its Subcontractor's employees and others on the jobsite arising out of any aspect of the Subcontractor's performance of the Work under this Agreement. Subcontractor has the duty to provide a safe place for the performance of the Subcontractor's Work under this Agreement, including but not limited to, provision of (1) general and safety supervision of the performance of Subcontractor's Work, ensuring that the safe use and conditions of all equipment used in connection with the performance of Subcontractor's Work, (2) procedures intended to ensure the safe performance of Subcontractor's Work, (3) implementation of safety precautions regarding the use of or exposure to any hazardous materials in the performance of Subcontractor's Work, and (4) compliance with any and all federal, state and/or local laws, ordinances or regulations regarding jobsite safety including all applicable OHSA/IOSHA requirements. Subcontractor acknowledges that it is the sole party responsible for the safe performance of the Subcontractor's Work, even if the Contractor or Owner have implemented any safety program or regulations at the Project or jobsite. The Subcontractor shall report to the Contractor within twenty-four (24) hours an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately, and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement but only to the extent Contractor receives such relief from the Owner under the Prime Contract for Subcontract's Work.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity but only to the extent Contractor is indemnified for the same under the Prime Contract. .

§ 4.4.5 The Subcontractor agrees that it will not generate, dispose, treat, store, or handle any hazardous, toxic or special waste or material in violation of any applicable federal, state or local statute, regulations or ordinance. The terms of subparagraph include, but are not limited to, asbestos, petroleum products, solvents, lead, mold and PCB-containing electrical equipment. Subcontractor represents and warrants that it is familiar with the statutes, regulations and ordinances which are applicable to the work of this Agreement. The Subcontractor shall defend, indemnify and hold harmless the Contractor, Owner, Architect, Architect's consultants, and all those for whom Contractor is required to indemnify under the Prime Contract and their respective agents and employees of any of them from and against claims, damages, losses, fines, penalties and expenses, including, but not limited to, attorney's fees arising out of or resulting from performance of the Subcontractor's Work in violation of this paragraph, or by anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, regardless of whether or not such claim, damage, loss or expenses caused in part or by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligation of indemnity which would otherwise exist to a party or person described in this paragraph.

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 4.4.6 The Subcontractor agrees to the following conditions: (1) All construction shall be performed in compliance with the OSHA/IOSHA Construction Safety and Health Standards. (29 CFR PART 1026) and the applicable portions of the General Industry Standards (29 CFR PART 1910); (2) Contractor's project superintendent or other authorized representative shall have the right to stop unsafe construction practices and require immediate correction at no cost to Contractor before work commences; (3) Contractor reserves the right to recover cost of any OSHA/IOSHA fines incurred and specifically generated from Subcontractor's non-compliance with OSHA/IOSHA standards, for which the Subcontractor failed to correct after notification from Contractor's personnel; and (4) if Subcontractor uses any of Contractor's equipment or material, Subcontractor shall assume all liability for damages which may result to Subcontractor, its employees or agents resulting from injury from that use, regardless of the cause of such damage.

Contractor is not required to and does not assume the responsibility of policing Subcontractor to ensure their fulfillment of their safety obligations. However, failure to comply with the safety procedures outlined, when made known to Contractor, will result in notifications of default under this Agreement, and a request for immediate remedial action.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish. See requirements Section 01 56 90 – Housekeeping and Safety.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may fine the Subcontractor $500/day for each day in the opinion of the Contractor that the Subcontractor has failed to adequately maintain the cleanliness of the work area. If the failure to maintain housekeeping persists the Contractor will have the work and surrounding area cleaned at the Subcontractor's cost.

§ 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents and Prime Contract.

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

§ 4.7 Indemnification

§ 4.7.1 Subcontractor shall indemnify, defend and hold harmless Contractor and all other indemnitees set forth in the Prime Contract to the same extent and in the same manner as required of Contractor under the Prime Contract. To the extent the following indemnification requirements are not inconsistent with or, alternatively, create a greater duty to indemnify than set forth in the Prime Contract and to the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Owner, Architect/Engineer, , Contractor and Construction Manager and their agents and employees from and against all claims, damages, cause of action, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of Subcontractor or any of Subcontractor's subcontractors, anyone directly or indirectly employed by any of them or for anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder. The obligations of indemnification herein shall exclude only those matters in which the claim arises out of allegations of the sole negligence of the indemnitees. .

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.7.3 Subcontractor agrees to resolve all disputes with Contractor in the same manner that Contractor is required to resolve disputes with the Owner. Subcontractor agrees to be bound by any determinations, decisions, settlements or judgments between Contractor and the Owner that relate in any way to the Subcontractor Work or contractual obligations and Subcontractor shall only be entitled to additional compensation or contract time to the extent Contractor receives such relief from the Owner as it relates to Subcontractor's Work. Subcontractor agrees to be joined in any dispute resolution proceeding relating to Subcontractor's Work involving the Contractor.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor and Contractor has received corresponding payment from the Owner for the applicable portion of the Subcontractor Work, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate adjustments, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization to the extent that Contractor receives such relief from the Owner under the Prime Contractor relating to Subcontractor's Work. Subcontractor shall not have the right to suspend work if there is any dispute over the amount owed under this Agreement or Contractor has not received payment from Owner for Subcontractor's portion of the Work performed.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents and Prime Contract. Under no circumstances is Subcontractor entitled to an adjustment to the Subcontract Sum or Subcontract Time should Subcontractor proceed with changed or revised Work without providing Contractor with the estimated cost and schedule impacts of such changed or revised work and obtaining the prior written consent of Contractor to proceed with such changed or revised Work.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound. Subcontractor shall be bound by the resolution of any such Claim in the same manner and to the same extent as the Contractor is bound by the resolution of any such Claim under the Prime Contract.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Contractor and the Subcontractor agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. All parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations .

(Paragraphs deleted)

§ 6.2 Any disputes not resolved through good faith mediation may be submitted to litigation in a court of competent jurisdiction located in the Project's state or, at the sole election of Contractor, binding arbitration pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association. Contractor may demand arbitration of any dispute before or after the commencement of litigation by either Contractor or Subcontractor. If the Contractor is the substantially prevailing party, the Contractor shall be awarded its reasonable attorneys' fees, litigation costs, expert fees, and expenses, plus 15% mark-up for the Contractor's home office and administrative costs and expenses.

§ 6.3 **The Subcontractor shall continue performance of the Work, if directed by the Contractor, in the event of a dispute. The existence of a dispute shall not justify delay or suspension of the Work by the Subcontractor. Failure to so proceed shall constitute a material breach of this Agreement by the Subcontractor regardless of the ultimate outcome of the dispute.** Subcontractor waives all claims against Contractor for consequential damages to the same extent and in the same manner as Contractor waives claims for consequential damages against Owner under the Prime Contract. Subcontractor shall only recover consequential or other indirect damages to the extent Contractor actually receives such relief from Owner under the Prime Contractor for Subcontractor's Work. .

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

[omitted]

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within forty-eight (48) hours after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness to the Contractor's sole satisfaction, the Contractor may terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor, including but not limited to additional costs, overhead and profit, attorneys' fees, consulting fees, and other subcontractor costs, such excess shall be paid to the Subcontractor but only to the extent Contractor has received payment from the Owner for Subcontractor's Work and the Project has been fully completed. If such expenses and damages exceed the unpaid balance, the Subcontractor shall pay the difference to the Contractor within ten (10) days of Contractor's demand for payment.. Contractor's determination of Subcontractor's default or defaults and Contractor's decision to terminate the Subcontract shall be conclusive. Should the termination of this Subcontract be determined to be in error, then the termination shall be considered to have been for convenience as set forth in § 7.2.2.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Contract for the Owner's convenience or the Contractor terminates the Subcontract for its convenience, the Contractor shall deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for convenience, the Subcontractor shall be entitled to receive payment for Subcontractor's Work but only to the extent Contractor receives payment from the Owner under the Prime Contract for Subcontractor's Work. .

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

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

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum but only to the extent Contractor receives such adjustments from the Owner under the Prime Contract for Subcontractor's Work.

§ 7.3.2 [omitted]
(Paragraph deleted)

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted but only to the extent Contractor receives an equitable adjustment under the Prime Contractor for Subcontractor's Work.

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 7.4.2 The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. Subcontractor shall be responsible for all damages incurred by the Contractor or other subcontractors by Subcontractor's delay in performance of its Work.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The

(Paragraphs deleted)

Subcontractor's date of commencement is the date from which the contract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Paragraphs deleted)

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:

(Check one of the following boxes and complete the necessary information.)

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

[ ] By the following date:

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.

(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work	Substantial Completion

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2 or as required by the Prime Contract, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3 and only to the extent Contractor receives an extension of time from the Owner under the Prime Contract for Subcontractor's Work.

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be Dollars ($), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price

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

Item	Price	Conditions for Acceptance

§ 10.3 Unit prices, if any:
(Identify 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)

§ 10.4 Allowances, if any, included in the Subcontract Sum:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Payments received by the Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Subcontractor for which payment was made to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Subcontractor, shall create any fiduciary liability or tort liability on the part of the Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Subcontractor for breach of the requirements of this provision.

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

§ 11.1.3 Provided an Application for Payment is received by the Contractor's Office not later than the day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner.

§ 11.1.4 The Contractor's policy is to make progress payments monthly. Subcontractors and suppliers will be paid at the end of the same in which receipt of the progress payment is received from the Owner. Progress payments will not be released until the signed Subcontract and insurance certificate are in Contractor's office. Ten percent (10%) retainage will be withheld. All cost increases and/or decreases affecting this project must have prior written approval from the Project Manager. No other authorization will be accepted.

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 11.1.5 An application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

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

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

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

.1 That portion of the Subcontract Sum properly allocable to completed Work:

.2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and

.3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

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

.1 The aggregate of previous payments made by the Contractor;

.2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;

.3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and

.4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.7.2.1 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Subcontractor but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Subcontractor will be required to replace it at his own expense.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts 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%)

§ 11.1.8.1.1
(Paragraphs deleted)

§ 11.1.8.2
(*Paragraph deleted)*

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 11.1.8.3 Subcontractor shall only be entitled to request that retainage be placed in escrow to the extent that Contractor elects to have its retainage held in escrow pursuant to the Prime Contract.

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

(Paragraph deleted)

§ 11.1.11 Subcontractor agrees that Contractor shall be under no obligation to pay the Subcontractor for any work done on the Project until Contractor has been paid therefor by Owner, including retainage. The Subcontractor expressly agrees and acknowledges that payment by Contractor is contingent upon Contractor's receiving payment from Owner, that Subcontractor expressly agrees to accept the risk that it will not receive payment for work performed by Subcontractor in the event Contractor is not paid by Owner, that Subcontractor relies solely for payment for work performed on the Owner's ability and agreement to pay Contractor, and that Contractor's receipt of payment for work is a condition precedent to any obligation to pay Subcontractor. Any obligations of Contractor's surety are subject to the same conditions precedent set forth in this paragraph and elsewhere in the Subcontract Documents.

§ 11.1.12 Subcontractor shall indemnify, defend and hold Contractor, its surety, and Owner harmless from any and all claims, liens, personal liability notices, demands on contract funds, or other similar type demands of nonpayment (hereinafter "Claims of Nonpayment") by Subcontractor and/or anyone for whom Subcontractor is directly or indirectly responsible, including all damages, costs, expenses and attorneys' fees. Subcontractor agrees to immediately cause any such Claims of Nonpayment to be satisfied, removed, or discharged at its own expense by bond, payment or otherwise or, upon Subcontractor's failure to do so in the timeframe required by Contractor, Contractor shall have the right, in addition to all other rights and remedies provided under the Subcontract Documents, including declaring Subcontractor to be in default and terminating this Subcontract, to cause the Claims of Nonpayment to be satisfied, removed, or discharged by whatever means Contractor chooses and recover all costs, expenses, and attorneys' fees from Subcontractor.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within three working days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand. Final retention will be released and shall not become due to Subcontractor until acceptance of the Project by the Owner and release of the final retention by the Owner for the Subcontractor's work.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

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

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

%

§ 11.5 Cyber Loss Indemnification

Subcontractor is solely responsible for providing Contractor accurate payment information. Subcontractor shall indemnify, defend and hold harmless Owner and Construction Manager from any and all claims (including but not limited to claims for non-payment by Subcontractor), disputes, losses, costs, expenses (including reasonable attorneys' fees) arising from or related to cyber-crime, cyber security, phishing scams, data breaches, compromised electronic communications, and/or other cyber incident(s) arising from or related to Subcontractor's operations.

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 Prior to starting work, the Subcontractor shall furnish satisfactory evidence to Contractor and to other parties upon request, that the Subcontractor has insurance as required by the Subcontract Documents, including the Prime Contract. All such insurance, including general liability and umbrella/excess liability except Workers' Compensation/Employer's Liability, shall name the Owner, Contractor, Architect and any other person or entity required by the Subcontract Documents or the Prime Contract, and all their assigns, subsidiaries, and affiliates as additional insureds ("Additional Insureds") and shall provide primary coverage (including Completed Operations) for all claims and losses against the Additional Insureds, including but not limited to, those claims that arise out of injuries to the employees of the Subcontractor, employees of the Subcontractor's subcontractors or injuries to third parties, from your work under this Agreement, or as a result of the Subcontractor's performance. Any other insurance in force for said additional insureds shall not contribute in the payment of any claim made hereunder to the extent of the limits of liability afforded hereunder. Any coverage provided by the Additional Insureds shall be excess coverage. See **EXHIBIT "C"** for coverage limits..

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

(Table deleted)

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, and for Subcontractor's indemnification obligations, shall be maintained without interruption for the longer of the period required of Contractor under the Prime Contract or from the date of commencement of the Subcontractor's Work until one year after the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.

§ 12.1.3 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 12.1.4 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

§ 12.1.5 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance;

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

and (3) upon the Contractor's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy**.**

§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor**.**

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law and in addition to the requirements of § 12.1.1, the Subcontractor shall cause all of its applicable insurance, including general liability and umbrella/excess liability, to name The Skillman Corporation, Owner, Architect and Engineer and any other person or entity The Skillman Corporation is required to name as an additional insured in the Prime Contract ("Additional Insured(s)") on form CG 2010 11 85 or, alternatively on both forms CG 20 10 10 01 and the CG 20 37 10 01 or their equivalent with primary coverage (including Completed Operations for a period of 10 years or up to the statute of repose, whichever is longer) for all claims and losses against any Additional Insured(s), including but not limited to, those claims that arise out of injuries to employees of any of the Additional Insured(s), employees of other subcontractors or injuries to third parties, from Subcontractor's work under this Agreement, or as a result of the Subcontractor's performance under this Agreement. Any other insurance in force for any Additional Insured(s) shall not contribute to the payment of any claim made hereunder to the extent of the limits of liability afforded hereunder. Any coverage provided by any Additional Insured(s) shall be excess coverage.

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage**.**

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	**Penal Sum ($0.00)**
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement. Dual Obligee Performance and Payment Bond: Ten (10) days prior to commencement of work the Subcontractor shall provide Dual Obligee bonds (Payment and Performance) to both the Contractor and the Owner as set forth in Specification Section 00 10 00 – Instructions to Bidders.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 Subcontractor's materials and equipment required for the Subcontractor's Work, whether it be stored on site but not yet installed, stored off site or in transit and it becomes lost, stolen, damaged or destroyed and not covered by the Project property insurance, shall be replaced by the Subcontractor at its own expense.

§ 12.4.3 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.4 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor and those for whom Subcontractor is responsible shall be bound by the terms of any waiver of subrogation contained in the Prime Contract in the same manner and to the same extent as provided therein. To the extent the Prime Contract is silent on any waiver of subrogation, the Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the 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.

Subcontractor further agrees that, to the fullest extent permitted by law, Subcontractor for itself and on behalf of its' workers' compensation insurer who may be obligated to pay workers' compensation benefits to Subcontractor's employee, hereby waives and releases any and all rights and/or claims of recovery for workers' compensation benefits against Owner, Contractor, and Architect, who are liable or alleged to be liable for work-related injury to Subcontractor's employee, arising out of this Agreement. Subcontractor will obtain a waiver of any subrogation rights or workers' compensation lien that its insurer may acquire against Owner, Contractor or Architect by virtue of payment of any workers' compensation benefits.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 Temporary Facilities and Working Conditions are delineated within Division 1 of the Specifications. Assignment of specific scopes of work to Subcontractor for Temporary Facilities and Working Conditions are allocated in Specification Section 01 12 00 Multiple Contract Summary.

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:
(Name, address, email address and other information)

§ 14.3 The Subcontractor's representative:
(Name, address, email address and other information)

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

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

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(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.)

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

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

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

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

.1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor;

.2 Prime Agreement between the Owner and Contractor, including all exhibits thereto.

(Paragraphs deleted)

[omitted]**.4** Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A – Project Safety Manual
Exhibit B – Drawing Sheet Index
Exhibit C – Insurance Requirements
Exhibit D – Scope Clarifications
Exhibit E – Pre-Award Conference
Exhibit F – Schedule of Wages

.5 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

CONTRACTOR *(Signature)*	**SUBCONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

AIA Document A401 – 2017. Copyright © 1915, 1925, 1937, 1951, 1958, 1961, 1963, 1966, 1967, 1972, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:41:21 ET on 10/31/2024 under Order No.2114508854 which expires on 03/28/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes: (947020920)

SECTION 00 61 00 - PERFORMANCE AND PAYMENT BOND

PART 1 - GENERAL

1.01 DESCRIPTION

The Dual Obligee Performance and Payment Bond for this Project are the AIA Document A312, 2010 Edition, a copy of which is bound hereinafter.

END OF SECTION 00 61 00

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
-

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

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

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.

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

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:06:48 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1635219015)

§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

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

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

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

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.

Init.
/
AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:06:48 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1635219015)

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.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 Section 5; and

.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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 10 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.

§ 11 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 a declaration of 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 available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 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 Contractor 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.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:06:48 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1635219015)

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 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		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

AIA Document A312™ – 2010 Performance Bond. The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:06:48 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1635219015)

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
-

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and
Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and
Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

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

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.

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

Init.
/

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:59:46 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1281781561)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:59:46 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1281781561)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:59:46 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1281781561)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 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		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

AIA Document A312™ – 2010 Payment Bond. The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:59:46 on 05/27/2011 under Order No.0061849059_1 which expires on 12/06/2011, and is not for resale.
User Notes: (1281781561)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE
INSURER A

INSURED

INSURER B

INSURER C

INSURER D

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	X	GENERAL LIABILITY				EACH OCCURRENCE	**$1,000,000**
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. occurrence)	**$50,000**
		CLAIMS MADE x OCCUR				MED EXP (Any one person)	**$5,000**
						PERSONAL & ADV. INJURY	**$1,000,000**
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	**$2,000,000**
		POLICY PRO-JECT LOC				PRODUCTS-COMP/OP AGG	**$1,000,000**
	X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea. accident)	**$1,000,000**
		x ANY AUTO				BODILY INJURY (Per person)	**$**
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	**$**
		SCHEDULE AUTOS				PROPERTY DAMAGE (Per accident)	**$**
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				Auto only – ea. accident	**$**
		ANY AUTO				Other than auto only: EA ACC	**$**
						AGG	**$**
	X	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	**$3,000,000**
		OCCUR CLAIMS MADE				AGGREGATE	**$3,000,000**
							$
		DEDUCTIBLE					**$**
		RETENTION					**$**
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER	**$**
		ANY PROPRIETORY/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED?				E.L. EACH ACCIDENT	**$500,000**
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE – EA EMPLOYEE	**$500,000**
						E.L. DISEASE – POLICY LIMIT	**$500,000**
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: 224720 Linton-Stockton JrSr High School Additions & Renovations - The Skillman Corporation & all parties required by contract are added as additional insureds on GL including completed operations & additional insureds on Auto Liab but only w/respects to liability arising out of the work performed by/on behalf of named ins for above project with coverage being primary & noncontributory. Waiver of Subrogation is added to GL, Auto & WC in favor of additional insureds. Umbrella is follow form to additional insureds/primary & noncontributory on GL and Waiver of Subrogation on GL & WC. WC applies in Indiana.

CERTIFICATE HOLDER	**CANCELLATION**
The Skillman Corporation **3834 S Emerson Ave** **Bldg A** **Indianapolis, IN 46203**	*SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.* AUTHORIZED REPRESENTATIVE (Signed or stamped signature)

RETAINAGE PUBLIC CONTRACTS

ESCROW AGREEMENT

(Contracts in Excess of $200,000)

THIS ESCROW AGREEMENT made and entered into this _____day of _____, 20__, by and between _____ (herein called Owner), _____, Contractor, (herein called Contractor), and _____as Escrow Agent, (herein called Escrow Agent) witnesseth:

WHEREAS, Owner and Contractor entered into a contract dated _____, 20__, providing for the construction by Contractor of a public building, work or improvement subject to the provisions of Section 153.63 ORC;

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereinafter deliver or cause to be delivered to Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.
2. The Escrow Agent shall invest all escrowed principal in obligations selected by the Escrow Agent The Escrow Agent may commingle the escrowed funds with funds held in other escrowed accounts.
3. The Escrow Agent shall hold the escrowed principal and income until receipt of notice from the board and the contractor specifying the part of the escrowed principal to be released from escrow and the person to whom that portion is to be released. Upon receipt of such notice, the Escrow Agent shall consider it a direction and remit the designated portion of escrowed principal as directed.
4. Upon receipt of notice by the board and the contractor the Escrow Agent shall remit the designated part of escrow principal and the same proportion of the then escrowed income to the person specified in the notice.

   Escrow Agent shall deduct, before any payment for income received hereunder, its fee as Escrow Agent, which fee shall in no event exceed _____ of said income earned.

   The Escrow Agent's fee shall be computed, subject to the aforesaid limitation as follows:

   _____of Income on the first _____ of Income

   _____ of Income on the next _____ of Income

   _____ of Income on the next _____ of Income

   _____ of Income on all Income in excess of____

   The minimum fee shall be _____per calendar quarter with total minimum for the life of the Agreement of _____ subject to the aforesaid limitations.

5. In event of controversy, the Escrow Agent shall pay over the net sum held by it hereunder as follows:

   (a) Payment by joint authorization: Upon receipt of a joint written authorization executed by the Contractor

SAMPLE

and the Owner, the Escrow Agent will make distribution in accordance with such written direction.

(b) Payment by court order: In the absence of joint written authorization the Escrow Agent will make distribution in the manner directed by a certified or file stamped copy of a court order resolving the disputed claim or directing a specific distribution of all or any portion of said funds.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein, to hold such money and to pay and deliver to such person and under such conditions as herein set forth. Escrow Agent shall act in good faith using its best judgment. Escrow Agent shall not be liable for any act taken or omitted in good faith and shall be fully protected when relying on any written notice, demand, certificate or document which it believes to be genuine.

(a) This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds.

_____	_____
(Contractor)	(Owner)
By:_____	By:_____
Address_____	Address_____
_____	_____
_____	
(Escrow Agent)	
By: _____	
_____	
(Printed Name and Title)	

SAMPLE

DIVISION I

SECTION 01 12 00 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of the Sub Contract, including amended General Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.02 SUMMARY

A. The intent of this Section is to indicate the Work required by the Subcontractors and to provide information regarding the duties, responsibilities, and cooperation required by the Contractors, with similar requirements for the subcontractors and suppliers.

B. Owners right to maintain current operations

C. Occupancy requirements

D. Work by Owner

E. Permits, fees, and notices

F. Labor and materials

G. Verifications of existing dimensions

H. Project security

I. Coordination of work

J. Time of commencement and completion

K. Schedule of contract responsibilities

1.03 WORK UNDER SEPARATE CONTRACTS

A. Sub Contracts are defined to include the following contracts described in the Schedule of Contract Responsibilities included hereinafter; and each is recognized to be a major part of the project, with Work to be performed concurrently and in close coordination with Work of other Sub Contracts.

B. The "Contract Documents," as defined in the General Conditions, include "the Drawings." Although Drawings are grouped and identified by classification of the Work, Contractors shall be responsible for their Work as specified herein and as

indicated on the Drawings. Although the majority of the Drawings are "to scale," Contractors are directed to use indicated dimensions for determining material quantities and for other reasons. No additional monies will be allowed due to Contractors using "scaling instruments" to determine material quantities or for other reasons.

C. Separate Sub contracts will be awarded as per the **"Schedule of Contract Responsibilities"** (see Part 3 – Execution). Subcontractors shall include Work required by the Specifications and Drawings for each contract area defined in the Schedule.

D. Work for the complete construction of the Project will be under multiple Sub contracts with the Owner. The Construction Manager will manage the construction of the Project.

E. Each Subcontractor shall be responsible for demolition and disposal of existing items relative to his Contract.

1.04 ADMINISTRATIVE RESPONSIBILITIES OF SUB CONTRACTORS AND CM

A. The Construction Manager shall be responsible for the maintenance of the Construction Schedule and management of every phase of the Work.
   1. Each Subcontractor shall read the Specifications and Drawings for other separate Contracts for fixed equipment and the like to be incorporated or attached or built in to the Work; and familiarize himself with the requirements and responsibilities of other Contracts to enable the required coordination and supervision.
   2. Each Subcontractor shall also familiarize himself with other items to be incorporated into the Work including equipment and Work by the Owner.
   1. Each Subcontractor shall cooperate with the Construction Manager in notifying him when the Work is at a stage to require the services of other Subcontractors and shall notify the Construction Manager in the event that such other Contractors do not carry out their responsibilities in connection with such notification.

B. Subcontractors shall cooperate with and assist the Construction Manager in the preparation of construction progress and procedures, schedule of product deliveries, and their effect on the overall project progress and completion. Other Subcontractors shall cooperate in getting their Work and the Work of their subcontractors completed according to the schedule as prepared and maintained by the Construction Manager. Each Subcontractor shall immediately notify the Construction Manager of a delay in delivery of products or the scheduled date of completion that may affect the total progress of construction.

C. The Owner will furnish the topographical survey, either as a part of these Drawings or separately, giving the general topographical lines existing at the site and the property lines.

D. Subcontractors required to make connections to existing utilities, especially sewerage where gravity flow occurs, shall verify grades and locations at points of such connections and shall notify the Construction Manager of circumstances which would adversely affect the proper flow or connection to such facilities.

1.05 SUBCONTRACTORS USE OF PREMISES

A. Subcontractors must expend their best effort toward protection of the health, safety, and welfare of occupants on the Owner's property during the course of Work on this Project.

B. The erection of signage other than what is specified in the contract documents is prohibited.

C. The use of drones on the property is restricted without prior written permission. Operators must be licensed and have insurance specific to the operation of aerial drones.

D. Photographs or other imagery of the work in progress or renderings of the project shall not include any personal identifiable information of the project, the property, the Owner, or any occupants.

E. The use of drones on the property is restricted without prior written permission. Operators must be licensed and have insurance specific to the operation of aerial drones.

F. Photographs or other imagery of the work in progress or renderings of the project shall not include any personal identifiable information of the project, the property, the Owner, or any occupants.

1.06 OWNERS RIGHT TO MAINTAIN OPERATIONS

A. Subcontractors must expend their best effort toward protection of the health, safety, and welfare of occupants on the Owner's property during the course of Work on this Project.

B. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs and feet will not be allowed. Possession or consumption of alcoholic beverages or drugs, tobacco, and other noxious behavior on the site is strictly prohibited. Violators shall be promptly removed from the site. Smoking is not permitted on the project site.

1.07 OCCUPANCY REQUIREMENTS

A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial

Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. The Construction Manager will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
2. The Construction Manager will obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
3. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
4. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

1.08 WORK BY OWNER

A. The Owner intends to complete the following items of Work outside the provisions of these Contract Documents. Subcontractors shall not restrict or interfere with the Owner's right to the Project to accomplish this Work.

1. Equipment and furniture except as scheduled and specified under Divisions 6, 11 and 12 and shown on the Drawings.
2. Items which may be deleted from Contracts for Work as required by the Contract Documents.
3. The purchase and supplying of certain materials as noted in the Project Manual.

1.09 PERMITS, FEES, AND NOTICES

A. The Construction Manager will secure the general building permit for the Owner. Each Subcontractor shall secure and pay for other permits, governmental fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are also received. Fees to relocate utilities on Owner's property shall be included in the bid of the Subcontractor doing the relocation.

1. State filing fees for plan approval are the responsibility of the Owner and will be paid by the Owner.

B. Utility Tie-Ins: Shall be arranged with local utility company and other involved parties for minimum interruption of service.

C. Shutdowns of existing systems shall be limited to minimum time required and scheduled with other involved parties. Provide 2 days written notice of shutdown to Construction Manager and Owner.

D. Inspections of installed work shall be performed by the governing authority as arranged for by the Contractor. Work shall not be covered until approved.

E. Each Subcontractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a Subcontractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Construction Manager in writing, and necessary changes shall be adjusted by appropriate notification. If a Subcontractor performs Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Construction Manager, he shall assume full responsibility therefore and shall bear the costs attributable thereto.

1.10 LABOR AND MATERIALS

a. Unless otherwise specifically noted, the Subcontractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of his Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

b. Each Subcontractor shall enforce strict discipline and good order among his employees or other persons carrying out Work of his Contract and shall not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.

c. E-Verify Compliance: Pursuant to I.C. 22-5-1.7, Subcontractor shall enroll in and verify the work eligibility status of all newly hired employees of Subcontractor through the E-Verify Program (Program). Subcontractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also pursuant to I.C. 22-5-1.7, Subcontractor must execute an affidavit affirming that the Subcontractor does not knowingly employ an unauthorized alien and confirming Subcontractor's enrollment in the Program, unless the Program no longer exists, shall be filed with the Owner prior to the execution of this contract. This contract shall not be deemed fully executed until such affidavit is delivered to the Construction Manager.

d. The Owner is requiring that all contractors' personnel and their onsite employees (trade employees) and subcontractors submit an expanded criminal history check through SafeVendor, a product of Safe Hiring Solutions. Please visit www.safevisitorsolutions.com/safevendor-app-agreement to create your account with SafeVendor. (Contractor is responsible for the cost of this background check). This should meet with the Owner's approval prior to the employee starting work on the project. All contractors' personnel and employees once cleared for work will be issued a project identification badge that must be worn at all times while on site. All contractors will be expected to provide the required name, address, picture state driver's license or picture state identification card information to The Skillman Corporation Site Manager no later than 24 hours in advance of the employee coming to work at the project

site.

1.11 CUTTING AND PATCHING

A. Refer to Section 01 73 10 – Cutting and Patching, for provisions on this subject.

1.12 VERIFICATIONS OF EXISTING DIMENSIONS

A. When verification of existing dimensions is required, the Subcontractor requiring said verification for the construction or fabrication of his material shall be the Subcontractor responsible for the procurement of the field information.

1.13 PROJECT SECURITY

A. Each Sub Contractor shall take all reasonable precautions to prevent injury, damage or loss to people and property in, on and adjacent to the project. This shall include not only their own work or property but that of other contractors and the Owner.

B. If deemed necessary by The Construction Manager a project wide security program may be developed for the purpose of preventing damage or loss at the project site or property adjacent thereto. Once accepted by the Owner, Subcontractors shall comply.

1.14 SCHEDULE OF CONTRACT RESPONSIBILITIES - SCOPE

A. Subcontractors shall submit their proposals based on the work included under each contract area as listed herein. Include Work necessary for a complete project, as shown on the Drawings and called for in the Specifications.

B. Questions concerning the phasing or "Schedule of Contract Responsibilities" should be directed to the Construction Manager, who will be the interpreter and be responsible for this Schedule of Contract Responsibilities and Contract Breakdown, prior to submitting proposals and during construction.

C. The requirements of Division 1 are a part of the Work of each and every contract area. The Contractor for any one contract area shall be familiar with the Work and requirements of all other contract areas.

D. Certain Specification Sections describe Work to be performed under several contract areas. (Example: 06100 - Rough Carpentry.) Provide Work of this nature as required for each contract area whether or not enumerated in the Schedule of Contract Responsibilities.

E. The Drawings and Specifications as furnished for each of the Contracts is for the convenience of the Contractor in preparing a proposal for this Project. However, each Contractor is responsible to review the complete set of Drawings and Specifications to assure that Work required to be installed to complete his phase of

the Work is included in his proposal. This "Schedule of Contract Responsibilities" is a definition of the work as it is to be bid in separate contracts. Where a specific item of Work is not defined, but is normally inherent to a trade, or is included in the scope of the applicable technical revision, it will be the responsibility of that Contractor to include the Work in his proposal.

F. This "Schedule of Contract Responsibilities" is to aid each Subcontractor in defining the Scope of Work to be included in his proposal. However, omissions from this "Schedule of Responsibilities" do not relieve the Subcontractor from including in his proposal that Work which will be required to complete his Contract. Each Subcontractor should read the "Schedule of Contract Responsibilities" completely to familiarize himself with the Work of other Subcontractors that may have Work in adjacent areas and to coordinate the interfacing problems that may occur as the work is assembled and constructed.

G. Where specific Work is to be completed under a particular phase of the Project and the Work is wholly or partially completed by other trades because of the type of work involved or jurisdictional trade agreements, the Subcontractor will be responsible to subcontract the Work as necessary to complete the Work included in his Contract. No delay in the Work will be allowed due to the failure of the Subcontractor to subcontract related work required by jurisdictional trade agreements.

1.15 COORDINATION OF WORK

A. Each Subcontractor is responsible to coordinate his Work with the Work of other trades and other Subcontractors and requirements of the school system. The Subcontractor must make space allowances for Work of other Contractors; provide necessary openings where indicated or implied by the Drawings and Specifications. Each Subcontractor is responsible to protect his own Work.

1.16 TIME OF COMMENCEMENT AND COMPLETION

A. The Subcontractor shall commence work within ten (10) days after being notified in writing to proceed and shall complete the Work within the time limitations established in the Form of Agreement.
   1. It is anticipated that construction will start within **151** calendar days after receipt of bids.
   2. Construction shall be complete within **653** consecutive calendar days, or earlier, after Notice to Proceed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SCHEDULE OF CONTRACT RESPONSIBILITIES

3.02 GENERAL REQUIREMENTS

A. PROVIDED BY THE CONSTRUCTION MANAGER

Section	01 32 00	Schedules and Reports
Section	01 45 10	Testing Laboratory Services
Section	01 59 10	Project Office
Section	01 71 50	Final Cleaning

B. PROVIDED BY ALL CONTRACTORS AS APPLICABLE

Section	01 12 00	Multiple Contract Summary
Section	01 2 300	Alternates
Section	01 25 00	Contract Modification Procedures
Section	01 28 00	Schedule of Values
Section	01 29 00	Applications for Payment
Section	01 31 00	Project Meetings
Section	01 32 00	Schedules and Reports
Section	01 33 00	Submittal Procedures
Section	01 40 00	Quality Requirements
Section	01 45 10	Testing Laboratory Services (Paragraph 1.05)
Section	01 50 50	Temporary Facilities and Controls
Section	01 54 60	Environment Protection
Section	01 54 80	Utility Protection
Section	01 56 20	Dust Control
Section	01 56 30	Water Control
Section	01 56 90	Housekeeping & Safety
Section	01 59 20	Offices and Sheds
Section	01 60 00	Product Requirements
Section	01 72 50	Work Layout
Section	01 73 10	Cutting and Patching
Section	01 77 00	Contract Closeout

All Subcontractors shall provide their Superintendents with radios capable of handling multiple channels and compatible with radios used by the Construction Manager.

Autodesk Build is replacing **PlanGrid**. **Autodesk Build** does not require users to purchase a license. **Contractors** will be invited to the project and required to use this tool. **Autodesk Build** will be used as the **Current Set** and **As-Built Record Drawings.** Additionally, it will be used to track **Issues** for **Safety**, **QA/QC**, **Non-Compliance Issues**, **Work Completion List** and **Punch List**.

C. PROVIDED BY DESIGNATED CONTRACTORS

Section	01 51 10	Temporary Electricity, Lighting and Warning Systems
Section	01 51 30	Temporary Heating, Ventilation and Cooling
Section	01 51 50	Temporary Water
Section	01 51 60	Temporary Sanitary Facilities

Section	01 51 80	Temporary Fire Protection
Section	01 52 10	Construction Aids and Temporary Enclosures
Section	01 52 60	Rubbish Container
Section	01 53 10	Fences (Temporary Security)
Section	01 53 20	Tree and Plant Protection
Section	01 53 30	Barricades
Section	01 55 00	Access Roads, Parking Areas and Groundskeeping
Section	01 56 80	Erosion Control
Section	01 57 60	Project Signs
Section	01 72 00	Field Engineering

3.03 BID CATEGORIES

A. BID CATEGORY NO. 1 – GENERAL TRADES

General Requirements in Paragraph 3.02.B above.

Section	01 51 50	Temporary Water
Section	01 51 60	Temporary Sanitary Facilities
Section	01 51 80	Temporary Fire Protection
Section	01 52 10	Construction Aids and Temporary Enclosures
Section	01 52 60	Rubbish Container
Section	01 53 10	Fences (Temporary Security)
Section	01 53 20	Tree and Plant Protection
Section	01 53 30	Barricades
Section	01 55 00	Access Roads, Parking Areas and Groundskeeping
Section	01 56 20	Dust Control
Section	01 56 80	Erosion Control
Section	01 57 60	Project Signs
Section	01 72 00	Field Engineering
Section	02 41 13	Selective Site Demolition
Section	02 41 19	Selective Structure Demolition
Section	03 10 00	Concrete Forming & Accessories
Section	03 20 00	Concrete Reinforcing
Section	03 30 00	Cast-in-Place Concrete
Section	06 10 53	Miscellaneous Rough Carpentry
Section	07 21 00	Thermal Insulation
Section	07 25 00	Weather Barriers
Section	07 42 13	Metal Wall Panels
Section	07 46 46	Fiber-Cement Siding
Section	07 92 00	Joint Sealants
Section	08 11 13	Hollow Metal Door & Frames
Section	08 14 16	Flush Wood Doors
Section	08 31 16	Access Doors & Frames
Section	08 36 13	Sectional Coiling Doors
Section	08 41 13	Aluminum-Framed Entrances & Storefronts
Section	08 44 13	Glazed Aluminum Curtain Walls
Section	08 71 00	Door Hardware
Section	08 80 00	Glazing

Section	09 64 66	Wood Flooring Refinishing
Section	09 67 23	Resinous Flooring
Section	09 77 00	FRP Special Wall Surfacing
Section	09 91 13	Exterior Painting
Section	09 91 23	Interior Painting
Section	10 14 00	Signage
Section	10 21 13	Toilet Compartments
Section	10 28 00	Toilet & Bath Accessories
Section	10 44 13	Fire Extinguisher Cabinets
Section	10 44 16	Fire Extinguishers
Section	10 51 13	Metal Lockers
Section	11 66 23	Gymnasium Equipment
Section	11 66 53	Gymnasium Divider Curtains
Section	12 32 00	Manufactured Wood Casework
Section	31 10 00	Site Clearing
Section	31 20 00	Earth Moving
Section	31 22 19	Finish Grading
Section	31 23 00	Excavation & Fill
Section	31 50 00	Excavation Support & Protection
Section	32 12 14	Synthetic Turf
Section	32 12 16	Asphalt Paving
Section	32 13 13	Concrete Paving
Section	32 25 69	Synthetic Track Resurfacing
Section	32 92 00	Turf and Grasses
Section	33 10 00	Water Utilities
Section	33 40 00	Storm Drainage Utilities
Section	33 46 00	Subdrainage

Clarifications:

1. Contractor is responsible for Ground Penetrating Radar (or similar technique) to locate all existing in-wall and/or below slab utilities prior to any demolition activity.
2. Contractor is responsible for private utility locates prior to any excavation or earthmoving. In locations where anticipated utility cannot be located, Contractor shall hydro-vacuum excavate to locate unknown utility.
3. Provide road cleaning and sweeping for the duration of the project.
4. Provide and maintain all erosion control measures, including all inspections and documentation required by IDEM following rain events.
5. Provide temporary sanitary facilities for all Contractors for duration of project. Placement of sanitary facilities to be coordinated with Construction Manager.
6. Contractor is responsible to provide and maintain concrete washout for all concrete spoils.
7. Contractor is responsible for saw cutting, demolition, and placement of concrete depicted on Foundation Plans and Architectural Demolition Plans.
8. Include a total of 100 man-hours at laborer's pay rate (including all fringe

benefits and payroll expenses) for work to be performed at the direction of the Construction Manager. At the end of the job, unused hours will be converted to a dollar amount per Wage Scale (including fringe benefits) and returned to the Owner through a deduct Change Order. Track with work tickets signed daily by Skillman Site Manager as documentation.

9. Include a total of 100 man-hours at Skilled Painter's pay rate (including all fringe benefits and payroll expenses) for work to be performed at the direction of the Construction Manager. At the end of the job, unused hours will be converted to a dollar amount per Wage Scale (including fringe benefits) and returned to the Owner through a deduct Change Order. Track with work tickets signed daily by Skillman Site Manager as documentation.
10. Contractor is responsible for any temporary shoring necessary during demolition.
11. The General Trades Contractor shall refer to Guideline Schedule and include in their bid all necessary winter conditions procedures as required to meet the schedule.
12. General Trades Contractor is responsible for temporary construction fence(s) and gravel staging area shown on Logistics Planning Drawings. Contractor to include an additional 10,000 sq. ft. of stone to be used at the digression of The Skillman Site Manager.
13. Contractor is responsible to provide (2) knock down fames with temporary doors and locking hardware for use in temporary partition as directed by the Construction Manager.
14. Contractor is responsible for all temporary construction walls as indicated on Logistics Drawings. Temporary construction walls to be constructed floor to ceiling, with drywall on the school operating side.
15. Contractor is required to expedite all materials required for Exterior Wall Mock-Up
16. Include all access control/electrified door hardware wiring internal to aluminum frames and doors to nearest accessible ceilings. Final connection and power supply to be provided by Electrical/Technology Contractor.
17. Contractor is responsible for all rigid foundation insulation.
18. Contractor is responsible for any asphalt or concrete patching relating to site utility work.
19. Contractor is responsible for all scope relating to track resurfacing depicted on Civil and Architectural drawings.
20. Contractor is responsible for all scope relating to shot put field depicted on Civil and Architectural drawings.
21. Contractor is responsible for all furring or sub framing for fiber cement panel system(s).
22. Contractor is responsible for weather barrier system (vapor-permeable) for fiber cement panel and metal panel system(s).
23. Contractor is responsible for School Logo sign depicted in detail F6 on A5.101.

24. Contractor is responsible for all concrete placement in metal pan stairs.
25. Contractor is responsible for 4" x 1-1/2" Oak cap indicated on detail F4/A4.201.
26. Contractor is responsible for grouting base plates.

B. BID CATEGORY NO. 2 -STRUCTURAL STEEL

General Requirements in Paragraph 3.02.B above.

Section	05 12 00	Structural Steel Framing
Section	05 21 00	Steel Joist Framing
Section	05 31 00	Steel Decking
Section	05 50 00	Metal Fabrications
Section	05 51 00	Metal Stairs
Section	05 51 33.23	Alternating Tread Steel Stairs
Section	05 52 13	Pipe & Tube Railings

Clarifications:

1. Contractor is responsible for ships ladders.

C. BID CATEGORY NO. 3 -MASONRY

General Requirements in Paragraph 3.02.B above.

Section	01 52 60	Rubbish Container
Section	04 20 00	Unit Masonry
Section	04 20 20	Concrete Unit Masonry
Section	07 21 00	Thermal Insulation
Section	07 92 00	Joint Sealants

Clarifications:

1. Contractor is responsible for their own rubbish containers.
2. Contractor is required to expedite all materials required for Exterior Wall Mock-Up
3. Contractor is responsible for all joint sealant work specific to the masonry system(s).
4. At the conclusion of masonry work (or phase), this Contractor shall repair construction areas damaged by Masonry Equipment. The expectation is filling ruts and back dragging stone areas to achieve pre-work conditions.
5. Contractor is responsible for all weather barrier system (vapor-impermeable) relating to the masonry scope(s).
6. Contractor is responsible for 2-3/4" rigid wall insulation depicted in details F1 and F4 on A5.401.

D. BID CATEGORY NO. 4 -ROOFING

General Requirements in Paragraph 3.02.B above.

Section	01 52 60	Rubbish Container
Section	06 10 53	Miscellaneous Rough Carpentry
Section	07 21 00	Thermal Insulation
Section	07 54 23	Thermoplastic Polyolefin (TPO) Roofing
Section	07 62 00	Sheet Metal Flashing & Trim

Section	07 72 00	Roof Accessories
Section	07 92 00	Joint Sealants

Clarifications:

1. Contractor is responsible for their own rubbish containers.
2. Roofing Contractor is responsible for all wood blocking, sheathing, insulation and plywood required for roof systems including MEP curbs, metal roof coping, flashings, gutters, roof hatches, or the like, interfacing with roofing.
3. Roofing Contractor shall coordinate roof penetrations with the appropriate trades and ensure that all penetrations conform with the roof systems installation requirements. Provide all material necessary to seal these penetrations.
4. Roofing Contractor to provide roofing gutters and downspouts and include tie into storm piping system. Downspout boots shall be provided by the General Trades Contractor.
5. Contractor is responsible for all joint sealant work specific to the roofing system(s).

E. BID CATEGORY NO. 5 -METAL STUDS, DRYWALL & CEILINGS

General requirements in Paragraph 3.02.B above.

Section	01 52 60	Rubbish Container
Section	06 10 53	Miscellaneous Rough Carpentry
Section	07 21 00	Thermal Insulation
Section	07 81 00	Applied Fireproofing
Section	07 92 00	Joint Sealants
Section	09 22 16	Non-Structural Metal Framing
Section	09 29 00	Gypsum Board
Section	09 51 13	Acoustical Panel Ceilings
Section	09 84 00	Acoustic Panels

Clarifications:

1. Contractor is responsible for their own rubbish containers.
2. Include a total of 200 man-hours at Skilled Carpenter's pay rate (including all fringe benefits and payroll expenses) for work to be performed at the direction of the Construction Manager. At the end of the job, unused hours will be converted to a dollar amount per Wage Scale (including fringe benefits) and returned to the Owner through a deduct Change Order. Track with work tickets signed daily by Skillman Site Manager as documentation.
3. Include a total of 100 man-hours at Skilled Drywall Finisher's pay rate (including all fringe benefits and payroll expenses) for work to be performed at the direction of the Construction Manager. At the end of the job, unused hours will be converted to a dollar amount per Wage Scale (including fringe benefits) and returned to the Owner through a deduct Change Order. Track with work tickets signed daily by Skillman Site Manager as documentation.

4. All in wall blocking is the responsibility of the Metal Studs & Drywall Contractor. "Wall blocking" is to be considered any dimensional lumber, sheathing, plywood, danbacking, metal strapping or similar material.
5. All wall blocking for items such as handrails, casework, restroom accessories, furniture, electronics, etc. is to be installed following review and coordination with approved submittals and shop drawings.

F. BID CATEGORY NO. 6 -FLOORING

General Requirements in Paragraph 3.02.B above.

Section	09 30 00	Ceramic Tiling
Section	09 65 13	Resilient Base & Accessories
Section	09 65 19	Resilient Tile Flooring
Section	09 65 66	Resilient Athletic Flooring
Section	09 68 13	Tile Carpeting

Clarifications:

1. Include a total of 100 man-hours at Skilled Floor Coverer's pay rate (including all fringe benefits and payroll expenses) for work to be performed at the direction of the Construction Manager. At the end of the job, unused hours will be converted to a dollar amount per Wage Scale (including fringe benefits) and returned to the Owner through a deduct Change Order. Track with work tickets signed daily by Skillman Site Manager as documentation.
2. Contractor to provide flooring protection (similar to 3mm carpet shield) immediately upon completion of work.

G. BID CATEGORY NO. 7 -FIRE PROTECTION

General Requirements in Paragraph 3.02.B above.

Section	21 05 23	General Duty Valves for Water Based Fire Suppression Piping
Section	21 05 48	Vibration & Seismic Controls for Fire Suppression
Section	21 13 13	Wet Pipe Sprinkler Systems

H. BID CATEGORY NO. 8 – PLUMBING & HVAC

General Requirements in Paragraph 3.02.B above.

Section	01 51 30	Temporary Heating, Ventilation and Cooling
Section	22 05 17	Sleeves & Sleeve Seals for Plumbing Piping
Section	22 05 18	Escutcheons for Plumbing Piping
Section	22 05 23.12	Ball Valves for Plumbing Piping
Section	22 05 23.13	Butterfly Valves for Plumbing Piping
Section	22 05 23.14	Check Valves for Plumbing Piping
Section	22 05 29	Hangers & Supports for Plumbing Piping & Equipment
Section	22 05 53	Identification for Plumbing Piping & Equipment
Section	22 05 93	Testing, Adjusting & Balancing for Plumbing

Section	22 07 19	Plumbing Piping Insulation
Section	22 11 16	Domestic Water Piping
Section	22 11 19	Domestic Water Piping Specialties
Section	22 13 16	Sanitary Waste & Vent Piping
Section	22 13 19	Sanitary Waste Piping Specialties
Section	22 13 19.13	Sanitary Drains
Section	22 14 14	Storm Drainage Piping
Section	22 14 23	Storm Drainage Piping Specialties
Section	22 42 00	Commercial Plumbing Fixtures
Section	22 47 16	Pressure Water Coolers
Section	23 05 00	Common Work Results for HVAC
Section	23 05 13	Common Motor Requirements for HVAC Equipment
Section	23 05 29	Hangers & Supports for HVAC Piping & Equipment
Section	23 05 48	Vibration & Seismic Controls for HVAC
Section	23 05 53	Identification for HVAC Piping & Equipment
Section	23 05 93	Testing, Adjusting & Balancing for HVAC
Section	23 07 13	Duct Insulation
Section	23 09 00	Direct Digital Control Systems for HVAC
Section	23 11 23	Facility Natural-Gas Piping
Section	23 31 13	Metal Ducts
Section	23 33 00	Air Duct Accessories
Section	23 34 23	HVAC Power Ventilators
Section	23 36 00	Air Terminal Units
Section	23 37 13	Diffusers, Registers & Grilles
Section	23 37 16	Fabric Air Distribution Devices
Section	23 37 16.13	Packaged, Large-Capacity, Rooftop Air-Conditioning Units
Section	23 81 26	Split System Air Conditioners
Section	23 82 39.19	Wall & Ceiling Unit Heaters

Clarifications:

1. Contractor is responsible for maintaining heating and cooling for the duration of the project to maintain project phasing plan.
2. Contractor is responsible for all sleeves and seals required for their own penetrations.
3. Contractor is responsible for access doors and frames not noted on Architectural.
4. Contractor is responsible for providing exact locations of required sleeves to Contractor responsible for footing, foundation, or wall construction.
5. Contractor is responsible for their own equipment pads.
6. Contractor is responsible for testing, adjusting, and balancing upon completion of each phase of work.
7. All temperature controls low voltage wiring is the responsibility of this Contractor
8. All temperature controls in wall rough-in is the responsibility of the Electrical and Technology contractor.

9. Contractor is responsible for firestopping of mechanical and plumbing penetrations only.
10. Contractor is responsible for saw cutting, demolition, and placement of concrete for plumbing rough-in.
11. Contractor is responsible for penetration firestopping for their own work.

I. BID CATEGORY NO. 9 – ELECTRICAL & TECHNOLOGY

General Requirements in Paragraph 3.02.B above.

Section	01 51 10	Temporary Electricity, Lighting and Warning Systems
Section	26 05 00	Common Work Results for Electrical
Section	26 05 19	Low-Voltage Electrical Power Conductors & Cables
Section	26 05 26	Grounding & Bonding for Electrical Systems
Section	26 05 29	Hangers & Supports for Electrical Systems
Section	26 05 33.13	Conduits for Electrical Systems
Section	26 05 33.16	Boxes & Covers for Electrical Systems
Section	26 05 43	Underground Ducts & Raceways for Electrical Systems
Section	26 05 44	Sleeves & Sleeve Seals for Electrical Raceways & Cabling
Section	26 05 53	Identification for Electrical Systems
Section	26 05 73.13	Short-Circuit Studies
Section	26 05 73.16	Coordination Studies
Section	26 05 73.19	Arc-Flash Hazard Analysis
Section	26 09 23	Lighting Control Devices
Section	26 22 13	Low-Voltage Distribution Transformers
Section	26 24 16	Panelboards
Section	26 27 16	Electrical Cabinets & Enclosures
Section	26 27 26	Wiring Devices
Section	26 28 13	Fuses
Section	26 28 16	Enclosed Switches & Circuit Breakers
Section	26 29 13.03	Manual & Magnetic Motor Controllers
Section	26 43 13	Surge Protective Devices for Low-Voltage Electrical Power Circuits
Section	26 51 19	LED Interior Lighting
Section	26 52 13	Emergency & Exit Lighting
Section	26 56 19	LED Exterior Lighting
Section	27 05 00	Common Work Results for Communications
Section	27 05 26	Grounding & Bonding for Communications Systems
Section	27 05 28	Pathways for Communications Systems
Section	27 05 43	Underground Ducts & Raceways
Section	27 05 53	Identification for Communications Systems
Section	27 11 00	Communications Equipment Room Fittings
Section	27 11 16	Communications Cabinets, Racks, Frames & Enclosures
Section	27 11 19	Communications Termination Blocks & Patch

		Panels
Section	27 14 23	Communications Optical Fiber Backbone Cabling
Section	27 15 00.23	Audio Video Communications Horizontal Cabling
Section	27 15 13	Communications Copper Horizontal Cabling
Section	27 15 43	Communications Faceplates & Connectors
Section	27 41 16	Integrated Audio Video Systems & Equipment
Section	27 41 30	Athletics Scoreboards & Equipment
Section	27 51 23	Central Sound & Paging System
Section	28 13 00	Access Control
Section	28 23 00	Video Security System
Section	28 46 21.11	Addressable Fire Alarm Systems

Clarifications:

1. Contractor is responsible for final connection of all hard-wired equipment and furnishings, either Contractor or Owner provided.
2. All temperature controls low voltage wiring is the responsibility of the HVAC & Plumbing Contractor
3. All temperature controls in wall rough-in is the responsibility of this contractor
4. Refer to technology matrixes for contractor responsibilities.
5. Contractor is responsible for penetration firestopping for their own work

END OF SECTION 01 12 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 PURPOSE

A. The Bids for the Alternates described herein are required in order for the Owner to obtain information necessary for the proper consideration of the Project in its entirety.

1.03 ALTERNATES

A. Definitions: Alternates are defined as alternate products, materials, equipment, installations or systems for the Work, which may, at Owner's option and under terms established by Instructions to Bidders, be selected and recorded in the Owner-Contractor Agreement to either supplement or displace corresponding basic requirements of Contract Documents. Alternates may or may not substantially change scope and general character of the Work; and must not be confused with "allowances", "unit prices", "change orders", "substitutions", and other similar provisions.

1.04 SCHEDULE OF ALTERNATES

A. ALTERNATE NO. 1: Shot Put Field – Include all scope indicated on Drawing Sheets C102, C202, C302, C402, C502, C602. Scope to include temporary fencing as indicated on Logistics Planning Drawings.

B. ALTERNATE NO. 2: Gymnasium F103 – Remove existing ACT ceiling in it's entirety. Paint exposed structure, mechanical, and electrical. Paint all walls. Sand gym surface, refinish, and restripe.

C. ALTERNATE NO. 3: Unit F Plumbing – Install SK-1 sink in gym storage as indicated on Plumbing drawings.

D. ALTERNATE NO. 4: Unit E Plumbing – Install SK-2 sink in concession area as indicated on Plumbing drawings.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 23 00

SECTION 01 25 00 – CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Architect Directed Request for Pricing (PR) (BULLETIN) (ASI)
B. Proposed Change Order (PCO)
C. Request for Pricing (RFP)
D. Construction Change Directive (CCD)
E. Allowance Authorization (AA)
F. Change Order (CO)
G. Minor Changes in the Work
H. Change Order Request (COR)
I. Required Pricing Itemization and Allowable Mark Up
J. Execution of Change Documents
K. Correlation of Contractor Submittals
L. Sample Forms

1.02 RELATED DOCUMENTS

A. Section 00 70 00 – Amended General Conditions
B. Section 01 21 00 – Allowances

1.03 ARCHITECT DIRECTED REQUEST FOR PRICING

A. The Architect will issue requests for pricing generally using a Proposal Request, ASI or Bulletin. Each Architect varies in the forms used. The Construction Manager will request that the Architect post the form on the project website for distribution via email notification to the contractors.

B. Requests that require adjustment to the Contract Sum or Time if accepted will be issued by the Architect to the Construction Manager, with detailed description of the proposed change and supplemental or revised Drawings and Specification as appropriate.

C. Proposal Requests whether or not issued on AIA Documents G709 will be issued and tracked in the form of a **Proposed Change Order (PCO)** and subsequently a **Request for Proposal (RFP)** by the Construction Manager.

D. If the Contractor does not receive an **RFP** from the Construction Manager for the Architect Directed Request for Pricing and feels they are entitled to additional sums or time as a result of the work described in the Architect Directed Request for Pricing the Contractor shall give written notice of the claim within ten (10) days after receiving the Architect Directed Request for Pricing

1.04 CONSTRUCTION MANAGER INITIATED REQUEST FOR PROPOSAL (RFP)

A. An **RFP** is a document issued by the Construction Manager to obtain pricing from Contractors on an ISSUE that may impact the Contractors Work, including Contract Time or Contract Sum.

B. Tracking numbers will be assigned by our tracking software and generally conform to the **PCO**.

C. Tracking numbers may not be sequential for each contractor or every **RFP**, as each issue may not require an **RFP** and or affect each contractor.

D. The Contractor shall utilize and refer to the **RFP** tracking number, assigned by the Construction Manager, when responding, within the software, to the Construction Manager and on all correspondence related to said **RFP**.

E. When providing pricing for the **RFP** the back up documentation shall be uploaded in the software and comply with the required itemization prescribed herein.

F. The Contractor shall advise the Construction Manager, in writing, of the impact of the **RFP**, if any, upon the Contractors Work, including any adjustment in the Contract Time or the Contract Sum (in accordance with Subparagraph 7.2 of the General Conditions and the itemization requirements herein) within seven (7) days of receipt of the **RFP**.

G. Failure to advise the Construction Manager, in writing, within seven (7) days of receipt of the **RFP** shall constitute a waiver of the Contractors right to assert a claim relating to the **RFP**.

1.05 CONSTRUCTION CHANGE DIRECTIVE (CCD)

A. The Construction Manager with consent of the Owner may issue a document, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a change order. **CCD's** are used on emergency items or work items that are critical in maintaining the construction schedule.

B. The document will describe changes in the work and will designate the method of determining any change in contract sum or contract time.

C. The Contractor shall promptly execute the work described in the **CCD**.

D. For time and material **CCD** work:
   1. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in work.
   2. The Construction Manager's on-site representative must verify and sign the contractor's daily timesheets, not as approval for payment, but for record that work was completed per the **CCD**. **CCD** authorization number must be indicated on all Daily Time Sheets.
   3. Submit itemized account and supporting data after completion of change within (15) days after completion.

E. The Construction Manager will determine the change allowable in contract sum and contract time as provided in the contract documents.

1.06 ALLOWANCE AUTHORIZATION (AA)

A. An **AA** will be issued based upon the **RFP** and/or the **CCD** and the Contractor's price quotation as approved by the Construction Manager and Owner.

1.07 CHANGE ORDER (CO)

A. A **CO** will be issued to authorize a change in contract value or time based upon the **RFP** and/or the **CCD**, and Contractor's price quotation as approved by the Construction Manager, Architect and Owner.

1.08 Change Order Request (COR)

A. The contractor may submit a **COR** thru the website software to the Construction Manager for a claim for additional time or money for an item not addressed through an **RFP**, **PCO**, **CCD**, **CO** or **AA**.

B. The Construction Manager shall respond to COR in accordance with the contract.

1.09 REQUIRED PRICING ITEMIZATION AND ALLOWABLE MARK UP

A. For each change over $1,000.00, the Contractor shall furnish a detailed, written proposal itemized according to the pricing guidelines set forth below as a condition precedent to the Owner's consideration of a Change Order request. Any Subcontractor, sub-subcontractor and supplier pricing shall also be itemized according to these guidelines. All proposals shall be prepared in the categories and in the order listed below.

   1. Labor – All field labor shall be priced in compliance with the Schedule of Wages for this Project, excluding labor burden which is covered under clause .2 below. The payroll is to be based on straight time only and is to include number of hours and rate of pay for each classification of work. If overtime is approved, the Contractor shall list only the straight time portion in this item.

2. Labor burden – All established payroll taxes, assessments and fringe benefits on the labor under clause 1 above. This may include, but is not limited to, FICA, Federal and State Unemployment, Health and Welfare, Pension Funds, Worker's Compensation and Apprentice Fund. Each of the fringes shall be listed as a separate line item.

3. Equipment rentals – All charges for non-owned heavy or specialized equipment at up to 100% of the documented rental cost. No rental charges will be allowed for hand tools, minor equipment, scaffolds, etc. Downtime due to repairs, maintenance and weather delays will not be allowed.

4. Owned equipment – All charges for owned, heavy or specialized equipment at up to 100% of the cost listed by the Associated Equipment Dealers Blue Book. No recovery will be allowed for hand tools, minor equipment, scaffolds, etc. Downtime due to repairs, maintenance and weather delays will not be allowed.

5. Trucking – A reasonable delivery charge or per mile trucking charge for delivery of required materials or equipment. Charges for use of a pickup truck will not be allowed.

6. Overhead – Includes telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, and bits, home office estimating, clerical and account support, home office labor, travel and parking expenses.

7. Materials – All materials purchased by the Contractor and incorporated into the changed Work, showing costs, quantities, or Unit Prices of all items, as appropriate. Reimbursement for material costs shall only be allowed in the amount of the Contractor's actual cost including any and all discounts, rebates and related credits.

B. The following items are allowable with no overhead and profit:

1. The cost of extending the Bond and the cost of extending commercial general liability, builder's risk and specialty coverage insurance.

2. The premium portion only for approved overtime (labor and labor burden). The straight time portion is included in clauses 1. and 2. above.

3. Fees for permits, licenses, inspections, tests, etc.

C. Costs which shall not be reimbursed for changed Work include the following:

1. Employee Retirement and Profit-Sharing Plans, regardless of how defined or described.

2. Voluntary Employee Deductions.

D. The cost of the Contractors' overhead and profit on Change Orders shall be:

1. For extra Work completed by the Contractor with his own labor, 10 percent shall be added to Items 1., 2., 3., 4., .5., and 7. of Subparagraph 1.09 as an allowance for overhead and profit.

2. For extra Work completed by Subcontractors of the Contractor, 5 percent shall be added to Items. 1., 2., 3., 4., 5., and 7. of Subparagraph 1.09 as an allowance for overhead and profit.

1.10 EXECUTION OF CHANGE DOCUMENTS

A. Construction Manager will issue Change Orders and Allowance Authorizations for signature by all parties.

B. Signed copies are to be returned to the Construction Manager within 14 days.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized change order and/or allowance authorization as a separate line item and adjust the contract sum (for Change Orders).

B. Promptly submit revisions to Construction Schedule to reflect any change in contract time.

C. Promptly enter changes in project record documents.

1.12 FORMS

A. Samples of Change Order and Allowance Authorization, Construction Change Directive and Pricing Breakdown Template forms follow this section.

END OF SECTION 01 25 00

CONSTRUCTION CHANGE ORDER

No. 000001

PROJECT NO.:
CONTRACT NO.:
DATE:

AN EMPLOYEE-OWNED COMPANY

CONTRACTOR:
PROJECT:
OWNER:

You are authorized to make the following changes to this Contract:

Proposed Change Order (PCO) #000001: Undercut/Backfill Building Pad — $75,935.00

NET:	**$75,935.00**

The Original Contract Sum Was	**$1,077,000.00**
Net Change by Previous Change Orders	**$0.00**
The Contract Sum Prior to This Change Order Was	**$1,077,000.00**
The Contract Sum Will Be Changed	**$75,935.00**
The New Contract Sum Including This Change Order	**$1,152,935.00**
Contract Time Impact (Days)	

Construction Manager's Acceptance:
The Skillman Corporation (Indianapolis)

By: _____ **Date:** _____

Patrick Portteus
(64.63.138.74)

Subcontractor's Acceptance:

By: _____ **Date:** _____

Design Team's Acceptance:

By: _____ **Date:** _____

Owner's Acceptance:

By: _____ **Date:** _____



SUBCONTRACTOR CHANGE ORDER NO.

Project No.: *(Project Number)*
Contract No.: *(Contract Number)*
Date:

Subcontractor: (SUBCONTRACTOR NAME)
Project Name:
Contract Title: (Contract Name)

You are authorized to make the following changes to this contract:

	Net:
The Original Contract Sum was	**$0.00**
Net Change by Previous Change Orders	**$0.00**
The Contract Sum Prior to This Change Order was	**$0.00**
The Contract Sum Will Be Increased By	**$0.00**
The New Contract Sum Including This Change Order	**$0.00**
The Contract Time Will Not Be Changed	

Contractors Acceptance:

The Skillman Corporation

By: _____ **Date:** _____
(Name)

Subcontractor Acceptance:

(Subcontractor Name)

By: _____ **Date:** _____
(Name)

PRIME CONTRACT ALLOWANCE AUTHORIZATION

No. 000001



AN EMPLOYEE-OWNED COMPANY

PROJECT NO.:
CONTRACT NO.:
DATE:

CONTRACTOR:
PROJECT:
OWNER:

You are authorized to make the following changes to this Contract:

Proposed Change Order (PCO) #000009: Switch, Thermostat, Volume Control, and Outlet Relocation. — $664.00

Comments:
Switch, Thermostat, Volume Control, and Outlet Relocation.

NET:	**$664.00**

The Original Allowance Amount Was	**$20,000.00**
Allowance Expenditures Executed Prior to This Authorization	**$0.00**
Allowance Balance Prior to This Authorization Was	**$20,000.00**
The Allowance Balance Will Be Decreased	**($664.00)**
New Allowance Balance	**$19,336.00**

Construction Manager's Acceptance:
The Skillman Corporation (Indianapolis)

By: _____ **Date:** _____

Subcontractor's Acceptance:

By: _____ **Date:** _____

Owner's Acceptance:

By: _____ **Date:** _____

CONSTRUCTION CHANGE DIRECTIVE # 000001



PROJECT #:
CONTRACT:
DATE:

CONTRACTOR:

PROJECT:

OWNER:

CONTRACT TITLE:

Description of Change:

Reason for Change:

You are hereby directed to make the following changes:

(here this will be a copy/paste of detailed description

THIS DOCUMENT BECOMES EFFECTIVE IMMEDIATELY AS A CONSTRUCTION CHANGE DIRECTIVE.

In accordance with the contract this document is authorizing work to be performed in the absence of total agreement on an adjustment to the Contract Sum or Contract Time. The method for determining the adjustment to the Contract Sum shall be the cost of labor hours expended and cost of materials to perform the work described above. If another method of adjustment for the Contract Sum is to be used it shall be delineated in the Description of Change above.

THE CONTRACTOR SHALL PROCEED WITH THE CHANGE AS DIRECTED ABOVE

Construction Manager's Acceptance:
The Skillman Corporation (Indianapolis)

By: _____ **Date:** _____

Subcontractor's Acceptance:

By: _____ **Date:** _____

Owner's Acceptance:

By: _____ **Date:** _____

RFP and COR PRICING BREAKDOWN TEMPLATE

Date:

Project No.:
Project:
CO/PRO/PCR No:

Description:

Constr. Mgr.: The Skillman Corporation
Architect:

A. LABOR: (straight time only IAW Project Schedule of Wages)

				TOTALS
(_____)	0 hours	x rate =		$0.00
(_____)	0 hours	x rate =		$0.00
(_____)	0 hours	x rate =		$0.00
(_____)	0 hours	x rate =		$0.00
(_____)	0 hours	x rate =		$0.00
(_____)	0 hours	x rate =		$0.00
			Labor Total	**$0.00**

GENERAL CONDITIONS

	0	0	$0.00
OWNED EQUIPMENT ..... (Heavy/specialized equipment re: AED Blue Book)	0 hour,day,week	0 x rate =	$0.00
EQUIPMENT RENTALS (Heavy/specialized equipment)	0 hour,day,week	0 x rate =	$0.00

B. GENERAL CONDITONS — General Conditions: **$0.00**

C. MATERIALS — Materials: **$0.00**

Subtotal A thru C: **$0.00**

D. OH&P on Own Work: @ 10% (on items A thru C) ..... Profit: **$0.00**

E. SUBCONTRACTOR
(reasonable cost for all labor & material)

(subcontractor name) — Subcontractor A	**$0.00**
(subcontractor name) — Subcontractor B	**$0.00**
(subcontractor name) — Subcontractor C	**$0.00**
Subtotal E:	**$0.00**

F. OH&P ON SUBS: @ 5% (ON TOTAL OF E) ..... Profit: **$0.00**

Subtotal of Work (A thru C+D+E+F):

G. COST ONLY ITEMS (allowable @ cost only)

1. Bond extension Total Cost x 0% .....
2. *Premium portion of approved OT wages $0.00
3. Fees for permits, licenses, etc. $0.00
4. *Lodging and travel due to special circumstances $0.00
   (not to exceed state travel guidelines)

TOTAL COST (Subtotal of Work) + (G): **$0.00**

***Approved Items = must be approved by both owners, CM and A/E prior to work being performed**

SECTION 01 28 00 - SCHEDULE OF VALUES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing each prime contractor's Schedule of Values.
   1. Coordinate the Schedule of Values with the Applications for Payment, Project Schedule, Submittal Schedule, and List of Subcontracts.
   2. Contractors using computer generated AIA Forms must submit a copy of their license, including license number, with each request for payment.

B. Progress payments will not be processed without an approved Schedule of Values on file.

1.03 SCHEDULE OF VALUES

A. Coordination: Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with the Construction Manager's Project Schedule.
   1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
      a. Construction Manager's Project Schedule.
      b. Application for Payment forms, including Continuation Sheets.
      c. List of subcontractors.
      d. Schedule of allowances.
      e. Schedule of alternates.
      f. List of products.
      g. List of principal suppliers and fabricators.
      h. Schedule of submittals.
   2. Within 15 days after the Pre-Construction Conference, each awarded Contractor shall submit to the Construction Manager a Schedule of Values, for approval, showing accurate costs for the items of work assigned to the Contractor, defined under Section 01 12 00 - Multiple Contract Summary.
   3. Sub-schedules: Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. The Schedule of Values shall include at a minimum a line item for labor and material costs for each specification section

assigned to the Contractor under Section 01 12 00 - Multiple Contract Summary, and shall further divide the work into a sufficient number of individual work items to serve as an accurate basis for Contractor's Application for Payment. Each work item shall receive its prorated share of profit and overhead, including a line item for closeout. The Schedule of Values shall consist of a complete breakdown of the Contractor's contract sum showing the various items of work, divided so as to facilitate the approval of payments to the Contractor for Work completed. In addition to and conjunctive with the division of various items of work, the breakdown shall separate individual buildings within the project shall separate sitework from building(s) components and shall separate remodeling/renovation work from new construction work. The Schedule of Values shall be prepared in a format as directed by the Construction Manager, showing the breakdown of items of Work and supported by such data to substantiate its correctness as the Construction Manager may require. The contract breakdown shall be the same form as that to be used in submitting request for payments as covered by Article 9, of the amended General Conditions. Each item of Work shall have indicated a separate cost of labor and material. This schedule when reviewed by the Construction Manager, Architect, and Owner shall be used as the basis of approving payments along with establishing percentages of Work complete.

1. Identification: Include the following Project identification on the Schedule of Values:
    a. Project name and location.
    b. Name of the Architect.
    c. Project number.
    d. Contractor's name and address.
    e. Date of submittal.
2. 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 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.
    h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. In addition to the sections assigned to the Contractor as defined above, Contractors shall include the following line items on their Schedule of Values:
    a. **Bonds**: Performance, Labor and Material (if required).
    b. **Mobilization**.
    c. **Demobilization**.
    d. **Insurance/Hazcom/Safety**.
    e. **Submittals** in the amount of 2 percent of the Contract; however, not less than $1,000.00 nor more than $15,000.00.

f. **Project Meetings** in the amount of $250.00 times the anticipated number of meetings the Contractor will be required to attend during the course of the Project. (Reference Section 013100).

g. **Daily cleanup** in the amount of 1 percent of the total contract amount.

h. **Closeout** in an amount equal to 2 percent of the Contract amount; however, not less than $2,000.00 nor more than $20,000.00.

4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items. Schedule of Values shall be coordinated with the Construction Schedules such that the percentages of Work completed closely relates to the values for the Work shown on the request for payments. At the beginning of the Project, the Contractor shall prepare a schedule of monthly progress payments showing the amount the Contractor may require for the Work proposed to be completed. The purpose of this schedule is to allow the Owner to determine what amounts of funds will be required to have available each month during the progress of construction for progress payments.

5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

6. 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.

   a. Differentiate between items stored on-site and items stored off-site. Include requirements for insurance and bonded warehousing, if required.

7. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.

9. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.

10. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

C. Schedule of Values shall be typed or printed on AIA Documents G702S - 2017 and G703S-2017.

D. Each Schedule of Values shall have the Contractor's name, Bid Category name and number, project name and number and shall be dated and signed.

E. Should the Schedule of Values be "rejected, resubmit", resubmittal is due within 5 days of receipt of rejected schedule.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 28 00

SECTION 01 29 00 – CMc APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing each Subcontractor's Applications for Payment.
   1. Coordinate the Applications for Payment with the Schedule of Values, Project Schedule, Submittal Schedule, and List of Subcontracts.

1.03 APPLICATIONS FOR PAYMENT

A. Applications for Payment shall be made no later than the 25th day of the month through the Construction Manager to the Owner. Payments to the Subcontractor will not be made until final approval by the Owner. Applications made by the 25th of the month, if approved, will be paid approximately 45 days later. The Subcontractor shall submit to the Construction Manager, an itemized Application for Payment, supported by such data, such invoices, substantiating the Subcontractor's right to payment as the Owner, Architect, or Construction Manager may require. The form of Application for Payment shall be AIA Document G702S - Application and Certification for Payment, supported by AIA Document G703S - Continuation Sheet. Continuation Sheet (G703S) shall be prepared the same as the Schedule of Values submitted by the Subcontractor and as approved.
   1. Subcontractors shall prepare a pencil copy of the Application for Payment to be emailed to the Construction Manager Site Manager five (5) days prior to date for submission of Application of Payment. After review by the Construction Manager a corrected copy will be returned to the Subcontractor within two (2) working days.

B. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager, Architect and paid for by the Owner.
   1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

C. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Subcontractor. The Construction Manager will return incomplete applications without action.
   1. Entries shall match data on the Schedule of Values and the Construction Manager's Project Schedule. Use updated schedules, if revisions were made.
   2. Include amounts of fully executed Change Orders issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit Application for Payment to the Construction Manager by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien from previous application for payment.
   1. Submit partial waivers on each item for the amount requested, less retention, on each item.
   2. When an application shows completion of an item, submit final or full waivers.
   3. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
   1. List of subSubcontractors.
   2. List of principal suppliers and fabricators.
   3. Schedule of Values.
   4. Construction Manager's Project Schedule.
   5. Submittal Schedule.
   6. List of Subcontractor's staff assignments
   7. Copies of permits as applicable.
   8. Copies of authorizations and licenses from governing authorities for performance of the Work.
   9. Certificates of insurance and insurance policies.
   10. HAZCOM/Safety Programs
   11. Executed Escrow Agreement (if applicable).

H. Monthly Application for Payment: Contractors should be current on all aspects of the project. Payment should only be allowed for approved change orders and allowance authorizations. In addition, contractor shall be current on all responsibilities to include:
   1. Submittals
   2. Schedule
   3. RFP responses
   4. PlanGrid Tasks
   5. Daily Cleaning
   6. As Built mark ups in PlanGrid

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
   1. Completion of Project closeout requirements.
   2. Completion of items specified for completion after Substantial Completion.
   3. Ensure that unsettled claims will be settled.
   4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
   5. Transmittal of required Project construction records to the Owner.
   6. Certified property survey.
   7. Proof that taxes, fees, and similar obligations were paid.
   8. Removal of temporary facilities and services.
   9. Removal of surplus materials, rubbish, and similar elements.
   10. Change of door locks to Owner's access.

J. Release of Retainage: Documents to be submitted with the final Pay Application requesting release of retainage to include:

   1. AIA G702S – Application and Certification for Payment
   2. AIA G703S – Continuation Sheet
   3. Final Waiver of Lien
   4. AIA G706 – Subcontractor's Affidavit of Payment of Debts and Claims
   5. AIA G706a – Subcontractor's Affidavit of Release of Liens
   6. "No Asbestos" Letter

PART 2 PRODUCTS, PART 3 EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
   1. Pre-construction conferences.
   2. Pre-installation conferences.
   3. Progress meetings.

B. Each Contractor or awardee shall be required to have present at each of the following project meetings a representative acceptable to the Construction Manager. The designated representative shall have sufficient authority and knowledge to make decisions for the Contractor he is representing on matters affecting this Project.

C. Contractor or representative unable to attend a specified meeting shall have an acceptable alternate representative designated or **shall notify the Construction Manager not less than 3 days prior to date of meeting.**

1.03 PRE-CONSTRUCTION/PARTNERING CONFERENCE

A. The purpose of this meeting is to develop a cohesive Project Team between the Prime Contractors, Owner, Architect and Construction Manager out of what might potentially be an adversarial relationship. This facilitated conference is designed to establish common goals, communication strategies, dispute resolution practices and problem solving mechanisms within the context of the contract documents.

B. Team Members should have their principal project personnel attend the conference, to include the Project Manager, Site Superintendent/Field Personnel and key office staff involved in payment applications and closeout documentation. Prime Contractors shall require their principal subcontractors to attend.

C. Agenda: Discuss items of significance that could affect progress, including the following:
   1. Discussion of construction schedule.

2. Critical work sequencing.
3. Designation of responsible personnel.
4. Processing of field decisions and Change Orders.
5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of shop drawings, product data and samples.
8. Procedures for maintaining record documents.
9. Use of premises:
    a. Office and storage areas.
    b. Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Working hours.

D. Construction Manager shall prepare minutes and record significant discussions and agreements and disagreements of each conference, and the approved schedule. Construction Manager shall promptly distribute the record of the meeting to everyone concerned

1.04 PRE-INSTALLATION CONFERENCES

A. Conduct a pre-installation conference at the project site before each construction activity that requires coordination with other construction, and as outlined in the technical sections.

B. Attendees: The Prime Contractor, installing foreman, and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.

C. The Construction Manager shall schedule conferences and advise the Architect of scheduled meeting dates.

D. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:

1. Scope of Activity
    a. Prime Contractor and Superintendent Responsible for activity
    b. Subcontractor and foreman.
    c. Scope of work.
    d. Contract Documents.
    e. Related Change Orders, pending or potential changes
    f. Purchases.

g. Deliveries.
h. Shop drawings, product data, and quality control samples.
i. Review of mock up.
j.

2. Activity Schedule
   a. Duration
   b. Proposed starting date
   c. Required predecessors and successor activities
   d. Required Manpower (crew size).
   e. Does activity as planned meet schedule intent?
   f. Overtime/Weekend considerations to maintain schedule.

3. Special Conditions
   a. Weather limitations.
   b. Manufacturer's recommendations.
   c. Warranty requirements.
   d. Compatibility of materials.
   e. Acceptability of substrates.
   f. Temporary facilities.
   g. Space and access limitations.
   h. Governing regulations.
   i. Protection.
   j. Possible conflicts

4. Safety and Housekeeping
   a. Review of Precautions related to activity (Job Hazard Analysis)
   b. Competent Person
   c. OSHA requirements
   d. Housekeeping considerations and standards.

5. Closeout Requirements
   a. Inspecting and testing requirements.
   b. Required performance results.
   c. Recording requirements.
   d. Punch List Expectations (Zero Punch List)
   e. Warranty
   f. Extra Stock
   g. Owner Training

E. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

F. Contractors shall review and comply with required pre-installation conferences outlined in the Contract Documents. (See individual Specification Sections.)

1.05 PROGRESS MEETINGS

A. Progress meetings will be established on a biweekly basis, or more frequent as determined by the Construction Manager, to review the progress of construction, possible delays, problems, and projected construction activity. The Contractor is required to attend progress meetings. Contractors failing to be represented at project meetings, when specifically requested, will be taken into consideration when payment applications are being considered for approval by the Construction Manager. **Contractor shall be charged $250.00 for each unexcused absence, from meetings in which they are requested to attend, as determined by the Construction Manager**. A deduct Change Order for these changes will be issued prior to contract closeout. This in no way relieves the Contractors for coordination due to lack of attendance.

1. Notice of said meetings will originate in the office of the Construction Manager.
2. Contractor shall require his principal subcontractors to attend.
3. The progress and schedule of each involved Contractor shall be coordinated at this meeting. The representatives of the Contractor present shall have the authority to change the Contractor's work schedule or authorize work with the consent of the Construction Manager. If the Contractor fails to attend this meeting, it shall be his responsibility to obtain the information discussed at the meeting. Meeting notes and the most current construction schedule will be in the office of the Construction Manager. Attendance at these meetings is required for Contractors' payments.
4. Coordinate dates of meetings with preparation of payment requests.

B. Minimum Agenda shall be as follows:

1. Review work progress since last meeting.
2. Note field observations, problems, and decisions.
3. Identify problems which impede planned progress.
4. Review off-site fabrication problems.
5. Develop corrective measure and procedures to regain planned schedule.
6. Revise construction schedule as indicated.
7. Plan progress during next work period.
8. Review submittal schedules, expedite as required to maintain schedule.
   a. Tracking of material deliveries.
9. Maintaining of quality and work standards.
10. Review changes proposed by Owner for effect on construction schedule and effect on completion schedule.
11. Complete other current business.
12. Documentation of information for payment requests.

1.06 PRE-CLOSEOUT MEETING

A. When the work or designated portion thereof is 70% substantially complete, by billing, the Construction Manager will conduct a Pre-Closeout Meeting.

B. Minimum agenda will be to review Section 01 77 00– Contract Closeout.
   1. O & M Data – Required at 75% Completion
   2. Prerequisites to Substantial Completion
   3. Wrap-up all RFP's
   4. Punch Lists
   5. Record Drawings
   6. Start to Finalize Change Orders
   7. Extra Stock
   8. Owner's Training
   9. Final Payment Application

C. Contractors are to attend this "Progress Meeting" for Pre-Closeout.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:
   1. Construction schedule
   2. Submittal schedule
   3. Use of site plan

1.03 GUIDELINE SCHEDULE

A. A guideline schedule is forthcoming by Addendum showing milestone activities for the Project, as well as anticipated completion date.
   1. Prior to bidding Project, Contractor shall review the guideline schedule to determine if the intent of the schedule can be met.
   2. The guideline schedule is to be used for bidding reference only; however, the indicated completion date of all Work of the Project must be accomplished by all Contractors.

B. Sequence of Work

1.04 CONSTRUCTION SCHEDULES

A. Within 15 days of the Pre-construction Meeting, each Contractor is to assemble all necessary information and dates concerning his activities, and those of his Subcontractors and Suppliers and submit such information in the form required by the Construction Manager. Each Contractor shall submit the following schedule information to the Construction Manager as a minimum:
   1. A bar chart schedule of all activities contained in the Contractor's Scope of Work. This schedule shall include activity descriptions and durations for all activities in workdays (as opposed to calendar day) for shop drawings, fabrication, delivery and installation of products, materials, and equipment. The activities on the schedule must be at a level of detail approved by the Construction Manager and agree with the terminology and building sequencing established by the Construction Manager.

2. Identification of precedent relationships between the Contractor's activities and those of other Contractors based on a thorough review of the Contract Drawings and details showing interface between Contracts.
3. Graphic diagrams indicating the proposed direction of work whenever applicable or if requested by the Construction Manager.
4. Assumed crew size, equipment, production rates, and similar data used to arrive at adequate durations and sequences.
5. If a Contractor cannot provide a complete schedule of all of his activities within 15 days after Pre-construction Meeting, the Contractor may, after Construction Manager's written approval, provide a work plan for the first 60 days after award. The Contractor's final schedule shall be complete and submitted to the Construction Manager prior to the 45th day after the Pre-construction Meeting.

B. In collaboration with the various Contractors associated with the Work, the Construction Manager will compile all Contractor schedules and develop a project master construction schedule, which integrates activities of Architect, Construction Manager, Contractors, Subcontractors, and Suppliers and meets the time requirements. The sequence of all work activities shall be determined by the Construction Manager and reviewed by all Contractors. This schedule will become the project plan for construction.

C. Contractors' schedule activities may be re-sequenced and the schedule adjusted provided all Work is completed within the stated milestone dates and if the Construction Manager and affected Contractors are notified of the change within 5 calendar days of receipt of the schedule; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Contractor.

D. The project construction schedule will be provided by the Construction Manager, consistent with the guideline schedule and utilizing the Contractors' construction schedules provided by the separate Contractors.
1. Contractor shall provide the Construction Manager with information and data to prepare a working day construction schedule and sequence of events for each work activity included in his bid category within 15 days after the Pre-construction Meeting. The Contractor shall cooperate with the Construction Manager in establishing a final overall project schedule which meets the specified completion date.
2. After the project schedule has been established, Contractors shall work overtime, nights, and weekends, if necessary, to maintain their portion of the schedule.
    a. Overtime, night and weekend work will be at no additional cost to the Owner.
    b. Failure of the Contractor to maintain his portion of the schedule will be grounds for the Owner to withhold all or part of any payments which may become due to the Contractor for work completed.

3. The Contractor is responsible to expedite all approvals and deliveries of material so as not to delay job progress.
4. The Contractor shall begin all phases of his work as quickly as physically possible, but not to impede or jeopardize the work of other Contractors.
5. Phases of the work may be started prior to the scheduled start dates if coordinated with other Contractors, and, if approved through the Construction Manager.
6. The Contractor shall cooperate fully with the Construction Manager in the coordination of the work with all other Contractors and the convenience of the Owner as indicated in the Specifications.

E. Each Contractor's work shall be executed at such a rate as to ensure meeting the specified milestone dates for Substantial Completion. By execution of the Contract, a Contractor represents he has analyzed the Work, the materials and methods involved, the systems of the building, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified dates are reasonable considering the existing conditions prevailing in the locality of the Work, including weather conditions, and other factors, with reasonable allowance for variations from average or ideal conditions.

F. The Construction Manager will utilize the project master construction schedule to plan, coordinate, and manage all construction activities of Contractors, Subcontractors, and Suppliers. All Contractors are to complete all Work in accordance with this schedule.

G. The Construction Manager will hold periodic progress meetings at the jobsite. Field supervisors from each Contractor working on the site are to attend all such meetings. Each Contractor is to provide services of responsible personnel to provide necessary scheduling and manpower information. Each Contractor shall be responsible to be familiar with the schedule, how it will affect or modify his operations including his coordination with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a two-week period to coordinate with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a two-week period to coordinate the detailed activities of subcontractors and suppliers. The short interval schedules shall be prepared on The Skillman Corporations' Look Ahead form at the end of this Section and be **submitted 24 hours prior to the job progress meetings**, or as required by the Construction Manager. The Construction Manager will update the project master construction schedule monthly and display the current schedule at the jobsite and prepare progress reports accordingly.

H. Whenever it becomes apparent that any activity completion date may not be met, the responsible Contractor(s) are to take some or all of the following actions at no additional cost to the Owner or Construction Manager.

1. Increase construction manpower to put the project back on schedule.
2. Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination, which will place the project back on schedule.
3. Reschedule activities to achieve maximum practical concurrency and place the project back on schedule.

I. If the Contractor fails to take any of the above actions, Owner or Construction Manager may take action to attempt to put the project back on schedule and deduct cost of such actions from monies due or to become due the Contractor in accordance with Subparagraph 2.4.1. of the amended General Conditions.

J. The Construction Manager will manage the project and will make every effort to complete the project within the schedule. Time extensions may be granted to various Contractors when delays that affect final completion date have been caused by inability of another Contractor to meet his time commitments; however, neither Owner nor Construction Manager will assume responsibility to any Contractor for compensation, damages, or other costs due to delays.

1.05 LIST OF SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS

A. Each Contractor shall submit, through the Construction Manager, a list of subcontractors and manufacturer's participating on this Project. List shall be submitted within 48 hours after receipt of bids. The list shall be complete with names, street addresses, city, state, and zip code.

1.06 SUBMITTAL SCHEDULE

A. Within 15 days of the Pre-Construction Meeting, each Contractor shall submit their schedule of submittals.
1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Construction Schedule.
2. The contractor shall provide the following information:
   a. Scheduled date for the first submittal (due date).
   b. Name of the Subcontractor (under comments).
   c. Fabrication time.

B. Distribution: Following response to the initial submittal, print and distribute copies to the Construction Manager, Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.07 PROJECT USE SITE PLAN

A. The Construction Manager, in cooperation with other Contractors on this Project, shall prepare a proposed project use site plan.

B. Contractor shall confine operations at the site to areas within the areas indicated and as approved on the use of the site plan, and as permitted by law, ordinances, and permits. Site shall not be unreasonably encumbered with materials, products, or construction equipment.

C. The Construction Manager in reviewing his use of the site shall include access to proposed building for construction purposes, storage of materials and products, parking, where possible, for employees, temporary facilities including offices, storage, and workshop sheds or portable trailers, and unloading space.

D. Where a temporary fence is to be provided, the Construction Manager shall show any additional area needed in the Contractor's use of the site beyond that which may be indicated on the Drawings.

E. The Construction Manager will indicate to the other Contractors after award of Contract which portions of the existing parking lot and nonpaved areas can be used for construction activities. Damage to existing parking lot or unpaved areas shall be paid for by the Contractor responsible for damage.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

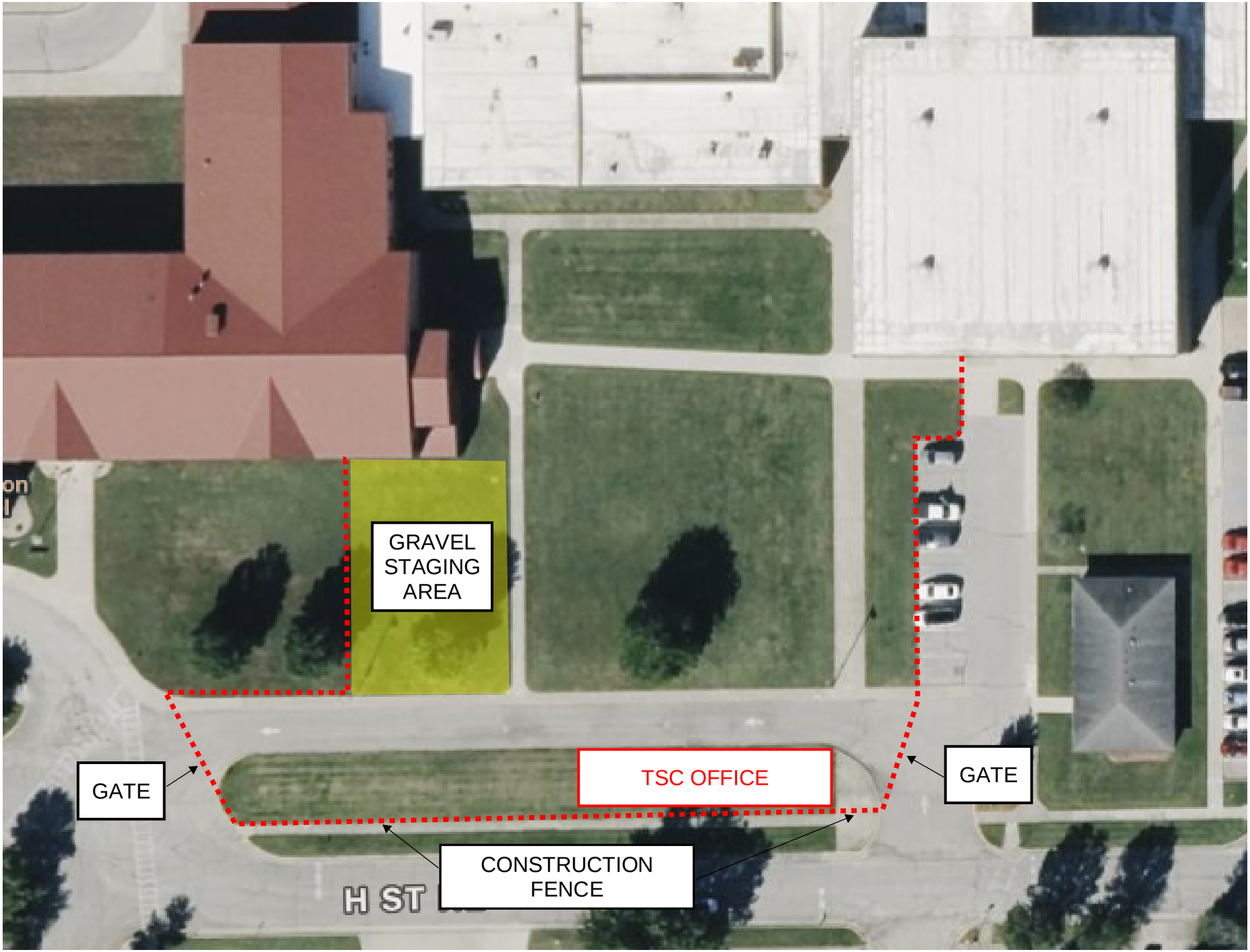
END OF SECTION 01 32 00

OVERALL EXTERIOR LOGISTICS DRAWING

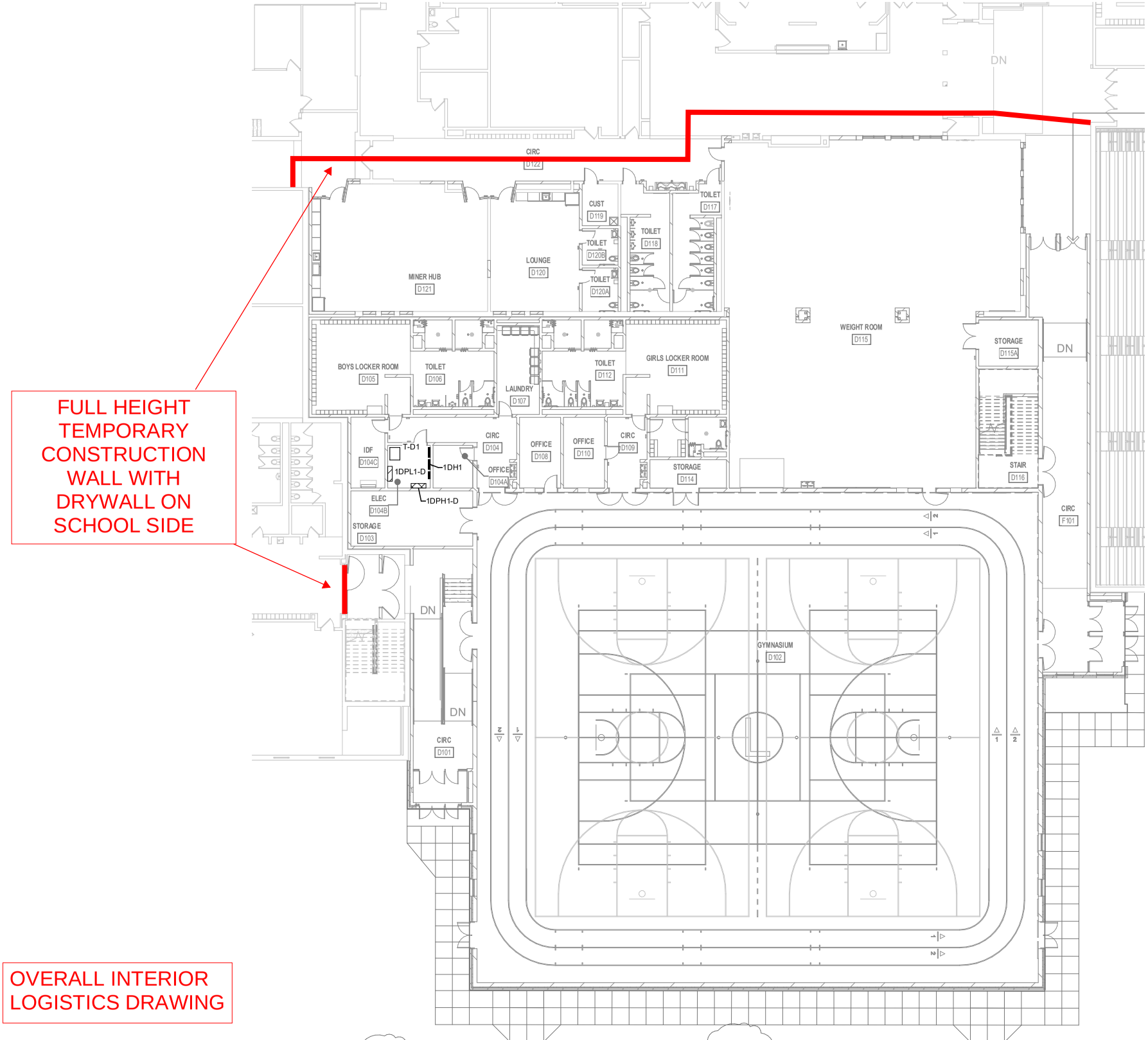




ALT. SHOT PUT
LOGISTICS DRAWING



EXTERIOR
LOGISTICS DRAWING


FULL HEIGHT TEMPORARY CONSTRUCTION WALL WITH DRYWALL ON SCHOOL SIDE
OVERALL INTERIOR LOGISTICS DRAWING
CIRC D122
CUST D119
TOILET D117
TOILET D118
TOILET D120B
TOILET D120A
LOUNGE D120
MINER HUB D121
WEIGHT ROOM D115
STORAGE D115A
BOYS LOCKER ROOM D105
TOILET D106
LAUNDRY D107
TOILET D112
GIRLS LOCKER ROOM D111
IDF D104C
T-D1
1DPL1-D
1DH1
1DPH1-D
CIRC D104
OFFICE D108
OFFICE D110
CIRC D109
OFFICE D104A
STORAGE D114
STAIR D116
ELEC D104B
STORAGE D103
CIRC F101
DN
GYMNASIUM D102
CIRC D101

TWO WEEK LOOK AHEAD SCHEDULE



PROJECT:
TSC PROJECT #:
CONTRACTOR NAME:
BID CATEGORY NAME & NUMBER:

THE SKILLMAN CORPORATION

NO.	TASK TO BE COMPLETED	MATERIALS NEEDED	EQUIPMENT & SPECIAL TOOLS NEEDED	CREW SIZE	CALENDAR DAYS	MAN DAYS REQUIRED	QTY	W/E DATE							W/E DATE						
								M	T	W	T	F	S	CMPL RESC.	M	T	W	T	F	S	CMPL RESC.

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
   1. Shop drawings.
   2. Product data.
   3. Samples.

1.03 SUBMITTAL PROCEDURE

A. Submittals, including those specified herein to be submitted to the Architect, excluding those directed to a specific individual, shall be submitted directly to the Construction Manager for review. Construction Manager will forward required submittals to the Architect for review.

B. Contractors on this Project shall provide submittals in accordance with the requirements of this Section. Where a submittal is required by a Contractor, but assistance needed from others, Contractors shall participate and cooperate to expedite each submittal.

C. Where submission of samples, shop drawings, or other items are required from suppliers or subcontractors, it shall be the responsibility of the Contractor for whom the subcontractor is executing the Work to see that the submittal items required are complete and properly submitted and corrected and resubmitted at the time and in the order required so as not to delay the progress of the Work. Submittals shall be made through the Prime Contractor.

D. The Contractor shall check shop drawings, product data, samples, and other submittals and submit them to the Construction Manager with a letter of transmittal giving their approval, comments, and suggestions.

E. All shop drawings and product data are to be submitted electronically via The Skillman Way On-Line Collaboration Procedures. Each electronic submittal transmittal shall include the following information:
   1. Date submitted.
   2. Project title and number.
   3. Contractor’s name and address.

4. Identification by Specification Section and quantity submitted for each submittal including name of subcontractors, manufacturer, or supplier.
5. Notification of deviations from the Contract Documents for each submittal.

F. Contractor's written approval marked on each submittal.

G. The Contractor shall prepare, review, and stamp with his approval and submit, with reasonable promptness or within the specified time periods and in orderly sequence so as to cause no delay in the Work or in the Work of another Contractor, submittals required by these Contract Documents or subsequently required by modifications.

H. All electronic image files are to be submitted electronically in PDF file format. Submittals sent in a manner different than described above will require prior approval from the Construction Manager.

I. The Contractor is to limit each electronic submittal to the requirement designated on the submittal log. Compile all sheets of each submittal into a single electronic file.

J. The Architect/Engineer will review electronic submittals, making any comments necessary, mark the submittal with the appropriate approval or rejection and return to the Contractor through Ecomm. Comments will consist of annotations applied electronically to the file or transmittal form. Re-submittals are processed using the same procedure as the original submittal.

K. The Construction Manager and Architect shall review and take action on submittals with reasonable promptness, so as to cause no delay in the progress. A reasonable period of time in accordance with approved project schedule for review of and action taken on submittals shall be as specified herein, but in no case shall it be less than 10 calendar days from the time it is received by the Architect until the time the submittal is marked and forwarded or returned. Shop drawings and product data will be returned to the contractor electronically. Contractors shall allow sufficient mailing time for submittal samples.

L. A list of required shop drawings and product data will be provided to the Contractor, for use as a checklist, at the Pre-Construction Meeting. **Color sample** submittals are required within **45 days** of the Pre-Construction Meeting. **All shop drawings and product data submittals are to be completed within 120 days of the Pre-Construction Meeting or within a shorter, more immediate timeframe as required by the Project Schedule.**

M. Upon receipt of final approval of any submittal, the Contractor shall provide hard copies if required by the Construction Manager.

1.04 SHOP DRAWINGS

A. The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

B. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

1. Autocad Drawings: CD copy of Drawings may be available from the Architect. The Contractors requiring this service must contact the Architect to verify availability. Cost to obtain Autocad Drawings will be $__ per disk. Request for CD Rom copy should be addressed to the Project Architect.

C. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

1. Advertising brochures will not be accepted as shop drawings.
2. Erection and setting drawings as referred to in these Specifications will be considered as shop drawings and shall be submitted along with detailed shop drawings.
3. Where schedules are required to indicate locations, they shall be submitted as part of the shop drawings package for that item.
4. Shop drawings and schedules shall repeat the identification shown on the Contract Drawings.
5. The Contractor shall check all shop drawings, product data, samples and other submittals and submit them for approval to the office of the Construction Manager. Product Data and shop drawings are to be submitted electronically to the Construction Manager **utilizing the CM Electronic (Ecomm) Submittal process,** provided by the Construction Manager**,** giving their approval and/or comments and suggestions. Samples and color selections are to be submitted by mail or delivery utilizing the Submittal Transmittal Record enclosed at the end of this section. Failure to use the Electronic or paper Submittal Transmittal Record will result in submittals being returned “without action”.
6. Include the following information:
    a. Dimensions.
    b. Identification of products and materials included by sheet and detail number.
    c. Compliance with specified standards.
    d. Notation of coordination requirements.
    e. Notation of dimensions established by field measurements.

D. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, Subcontractor, submittal name, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Architect's "action" marking. Submittals which are received from sources other than through the Construction Manager will be returned "without action".

E. By approving and submitting shop drawings, the Contractor thereby represents that he has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents prior to submitting to the Architect. Submittals which are received from sources other than through the Construction Manager will be returned without review, requiring re-submittal.

F. The Contractor shall make corrections required by the Architect and shall resubmit the required shop drawings until appropriately marked. All resubmittals shall be resubmitted by the Contractor within 14 days of receipt. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.

G. The Architect will review shop drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate review of an assembly in which the item functions.
   1. Only shop drawings, product data, and samples marked "No Exceptions Taken" or "Note Markings/Confirm" shall be considered "final" and used in conjunction with the work of this Project.

H. The Architect's review of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's action relieve the Contractor from responsibility for errors or omissions in the shop drawings.
   1. The Architect's review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and qualities, or for substantiating instructions or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architects approval of a specific item shall not indicate approval of an assembly of which it is a component.

I. Notations and remarks added to shop drawings by the Architect are to insure compliance to Drawings and Specifications and do not imply a requested or approved change to contract cost.

J. Should deviations, discrepancies, or conflicts between shop and contract drawings and Specifications be discovered, either prior to or after review, Contract Documents shall control and be followed. If any discrepancies are discovered, the Construction Manager shall be notified immediately.

K. The number of approved shop drawings and product data submittals shall be made on this Project for distribution purposes as directed by the Construction Manager.

L. Shop drawings not requested by the Architect/Engineer shall be returned without action.

M. Shop drawings will be marked as follows: Contractor shall take the following action for each respective marking:
   1. "NO EXCEPTIONS TAKEN"
   2. "NOTE MARKINGS" – Final but Restricted Release; Contractor may proceed with fabrication, taking into account the necessary corrections on submittal and with Contract Documents.
   3. "NOTE MARKINGS/RESUBMIT" – Contractor may proceed with fabrication, taking into account the necessary corrections. Corrected shop drawings shall be resubmitted before fabrication of this work is complete to obtain a different action marking. Do not allow drawings marked "Resubmit" to be used in connection with installation of the Work.
   4. "REJECTED" - Contractor will be required to resubmit shop drawings in their entirety. No fabrication or installation shall be started until shop drawings so marked have been completely revised, resubmitted, and marked by Architect according to preceding Paragraphs 1 or 2.

1.05 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
   1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information.
      a. Manufacturer's printed recommendations.
      b. Compliance with trade association standards.
      c. Compliance with recognized testing agency standards.
      d. Application of testing agency labels and seals.
      e. Notation of dimensions verified by field measurement.
      f. Notation of coordination requirements.

   2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

a. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
b. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

3. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
b. Do not permit use of unmarked copies of Product Data in connection with construction.

B. In compliance with the OSHA Hazard Communication Standard (1910.1200, 08-24-1987)Contractors shall post at the site MSDS (Material Safety Data Sheets) for ALL products classified as hazardous that their firm has knowledge that they will be furnishing, using, or storing on the jobsite during the duration of this Project in accordance with OSHA standards. At the completion of the project, the Contractor shall turn their "MSDS" information directly over to the Owner with a receipt for the Owner to sign. A copy of the signed receipt only shall be submitted to the Architect.

1.06 SAMPLES

A. The Contractor shall submit to the Architect through Construction Manager triplicate samples to illustrate materials or workmanship, colors, and textures, and establish standards by which the Work will be judged.
1. Submit full size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
a. Mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
1. Specification Section number and reference.
2. Generic description of the sample.
3. Sample source.
4. Product name or name of the manufacturer.
5. Compliance with recognized standards.
6. Availability and delivery time.

b. Submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
   1. Where variation in color, pattern, texture, and other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
   2. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

B. By approving and submitting samples, the Contractor thereby represents that he has determined and verified materials, catalog numbers, and similar data, and that he has checked and coordinated each sample with the requirements of the Work and of the Contract Documents prior to submitting to the Architect.

C. The Contractor shall resubmit the required number of correct or new samples until approved. All resubmittals shall be resubmitted by the Contractor within 14 days of receipt. The Contractor shall direct specific attention in writing or on resubmitted samples to revisions other than the changes requested by the Architect on previous submissions.

D. The Architect will review samples but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate approval of an assembly in which the item functions.

E. The Architect's action shall not relieve the Contractor of responsibility for deviations from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of the deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's action relieve the Contractor from responsibility for errors or omissions in the samples.

F. Unless otherwise specified, samples shall be in triplicate and of adequate size to show function, equality, type, color, range, finish, and texture of material. When requested full technical information and certified test data shall be supplied.
   1. Each sample shall be labeled, bearing material name and quality, the Contractor's name, date, project name, and other pertinent data.
   2. Transportation charges to and from the Architect's office must be prepaid on samples forwarded.

G. Materials shall not be ordered until final review is received in writing from the Construction Manager. Materials shall be furnished, equal in every respect to reviewed samples. Where color or shade cannot be guaranteed, the maximum deviation shall be indicated by the manufacturer. Work shall be in accordance with the final reviewed samples.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00



SUBMITTAL TRANSMITTAL RECORD

TO: The Skillman Corporation
Attn:

DATE:
TSC#: 224720
A/E #:
RE:

NOTE: ONLY ONE SPECIFICATION SECTION IS TO BE SUBMITTED PER TRANSMITTAL.

CONTRACTOR NAME:		**SUBMITTED BY:**	
BID CATEGORY NUMBER AND NAME:	**BC NUMBER:** **BC NAME:**		
SPECIFICATIONS SECTION NO:		**IS THIS A RE-SUBMITTAL?** ☐ YES ☐ NO	
SECTION NAME & DESCRIPTION:			
MANUFACTURER/ SUPPLIER:			
TYPE OF SUBMITTAL & NUMBER OF COPIES:			
☐ **SHOP DRAWINGS** ☐ **PRODUCT DATA** ☐ **SAMPLES** ☐ **COLOR SELECTIONS** ☐ **CLOSE-OUT DOCUMENTS**		**ARCHITECT STAMP:**	
REMARKS:			

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and control services required by Architect, Owner, Construction Manager or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
2. Divisions 02 through 26 Sections for specific test and inspection requirements.

1.03 DEFINITIONS

A. Quality-Assurance Services: Activities, actions and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with

requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, and NVLAP or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, ie., plant, mill, factory or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application and similar operations.

1. Using a term such as “carpentry” does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name such as “carpenter”. It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

1.04 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to the Architect for a decision before proceeding.

1.05 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Revise paragraph and subparagraphs below to suit Project. In the case of multiple contracts, consider assigning responsibility for coordination of submittals to one contract. See Evaluations.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.
13. Recommendations on re-testing and re-inspecting.

E. Permits, Licenses and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.06 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly or product that is similar to those indicated for this Project in material, design and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
3. Meet requirements of ASTM E329, current edition "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction."
4. Laboratory qualifications for inspection, sampling and testing of soils and aggregates shall be comparable to the requirements of ASTM E329.
5. Testing Equipment: Calibrated at maximum 12-month intervals by devices of accuracy acceptable to the Architect.
6. Submit documentation of specified requirements.
7. All testing and inspection performed by testing laboratory shall be under direct supervision of a professional engineer licensed in state where Project is located. This professional engineer shall submit a letter certifying that all testing services are in conformance with standards and specifications as specified in these Contract Documents. Letter shall also certify that all tested and inspected items and procedures conform to Contract Documents, except where specifically noted on inspection reports.
8. All inspectors shall have at least one year of experience performing type of inspections to be performed on this Project. Qualifications and experience of proposed inspectors shall be submitted to the Architect for approval prior to beginning of the testing.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. When testing is complete, remove test specimens, assemblies, mockups and laboratory mockups; do not re-use products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection and similar quality-assurance service to Architect, through

Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by the Architect or Construction Manager.
2. Notify the Architect and Construction Manager seven (7) days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain the Architect's and Construction Manager's approval of mockups before starting work, fabrication or construction.

    a. Allow seven (7) days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.07 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be the responsibility of the Owner.
3. Costs for re-testing and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures".

D. Re-testing/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Associated Services: Cooperate with agencies performing required tests, inspections and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples and similar activities.

G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Construction Manager, testing agencies and each party involved in performance of portions of the Work where tests and inspections are required.

1.08 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying the Architect, Construction Manager and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection and similar quality-control service to the Architect, through the Construction Manager, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Re-testing and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to the Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for the Architect's and Construction Manager's reference during normal working hours.

3.02 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
   2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching".

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 45 10 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 RELATED REQUIREMENTS

A. The Owner, through the Construction Manager, will employ and pay for services of an independent testing laboratory to perform specified inspection, sampling, and testing services.

B. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.

C. Certification of products and mill test reports: Respective Specifications Sections.

D. Test, adjust, and balance of equipment: Respective Specification Sections.

E. Inspection, sampling, and testing: Respective Specification Sections.

F. Related work specified elsewhere.
   1. Refer to Section 01 40 00 – Quality Requirements

1.03 QUALIFICATIONS OF LABORATORY AND SUBMITTALS

A. Meet requirements of ASTM E329, current edition, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction."
   1. The term "agency" as used in Section 4 of ASTM E329 shall mean the local or closest office of said agency.

B. Laboratory qualifications for inspection, sampling, and testing of soils and aggregates shall be comparable to the requirements of ASTM E329.

C. Testing Equipment.
   1. Calibrated at maximum 12-month intervals by devices of accuracy acceptable to the Architect.

D. Submit documentation of specified requirements.

1.04 LABORATORY DUTIES, LIMITATIONS OF AUTHORITY

A. Provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction.
   1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
   2. Ascertain compliance with requirements of Contract Documents.

C. Promptly notify Construction Manager, Architect, and Contractor of irregularities or deficiencies of Work which are observed during performance of services.

D. Promptly submit three (3) copies of reports of inspections and tests to the Construction Manager, including the following information, as applicable.
   1. Date issued.
   2. Project title and number.
   3. Testing laboratory name and address.
   4. Name and signature of inspector.
   5. Date of inspection or sampling.
   6. Record of temperature and weather.
   7. Date of test.
   8. Identification of product and Specification Section.
   9. Location in project.
   10. Type of inspection or test.
   11. Observations regarding compliance with Contract Documents.

E. Perform additional services as required by Owner.

F. Laboratory is not authorized to:
   1. Release, revoke, alter, or enlarge on, requirements of Contract Documents.
   2. Approve or accept any portion of Work.
   3. Perform any duties of the Contractor.

1.05 CONTRACTORS' RESPONSIBILITIES

A. Cooperate with laboratory personnel to provide access to Work and to manufacturer's operations.

B. Assist laboratory personnel in obtaining samples at the site.

C. Notify laboratory sufficiently in advance of operations to allow for their assignment of personnel and scheduling of tests.

D. Should the Contractors fail to schedule laboratory services or fail to cancel laboratory services, if the need arises, all additional costs shall be borne by the Contractors.

E. Employ and pay for services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required when initial tests indicate work does not comply with Contract Documents.

1. Separate laboratory shall be approved by the Owner, Architect and the Construction Manager.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 45 10

SECTION 01 50 50 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY EQUIPMENT AND WORK ITEMS

A. Provide the following listed temporary equipment and work items; maintain and remove same at completion where applicable.
   1. Temporary heat, protective enclosures, concrete blankets, straw, etc., for specific items of work such as masonry, drywall, and concrete on the exterior and in the interior prior to the enclosure of the building while cold or inclement weather conditions are encountered while proceeding with work as scheduled.
   2. Temporary heat for field offices and storage buildings.
   3. Grounded UL approved extension cords from work area to power source and any additional lighting required to perform the work, and as required by applicable laws, in addition to that provided in Section 01 51 10.
   4. Restoration of areas damaged by construction operations.
   5. Removal of snow, frost and ice for work continuance.
   6. Drinking water for own employees if otherwise not available.
   7. Receiving of materials at the site.
   8. Barricades for protection of people and property, including fall protection at roofs, warning signs, traffic control signs, flashers, etc., in addition to barricades specified in Section 01 53 30.
   9. Acceptable fire protection within five feet (5') of any burning, welding, cutting, or soldering operations.
   10. Replace barricades removed for convenience or for access to the work.
   11. Materials hoisting systems as required to expedite the work.
   12. Fences around excavations.
   13. Ladders, scaffolding and similar items for own employees in addition to the facilities provided under Section 01 52 10.

B. The Contractor erecting structural steel shall provide wire rope perimeter cabling in accordance with OSHA Standards, at the perimeters of elevated floors, elevated floor openings, and mezzanines.

1.03 SPECIAL TOOL REQUIREMENTS

A. Furnish all necessary power and hand tools to properly perform the work.

B. Certain electrical power requirements will be furnished by the Electrical Contractor under Section 01 51 10. It is the individual Contractor's responsibility to make his own arrangements with the Electrical Contractor in the event special power requirements are needed for his special tools.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 50 50

SECTION 01 51 10 - TEMPORARY ELECTRICITY, LIGHTING & WARNING SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY ELECTRICAL AND LIGHTING

A. Provide temporary electric service to each of the areas of construction and provide temporary lighting and power to be used by all trades for all construction work. Tie-in may be made to Owner's existing permanent service provided that such tie-in does not interfere with the Owner's use of the existing building. If power cannot be made available through Owner's existing service, arrange with utility company for temporary service.
   1. Maintain the temporary system, relocate the system as required for construction progress, and remove system at completion of Project.

B. The energy cost of power consumed during construction shall be paid by the OWNER.

C. Provide minimum of three 200 AMP, 120/240-volt, single phase grounded system for temporary light and power distribution.
   1. The service amperage shall be adequate for the construction of the Project and the testing of the permanent equipment.
   2. Temporary lighting shall be sufficient to enable all trades to complete their work. Minimum lighting requirements are one (1) 150-watt A-21 lamp installed per room or in areas over 300 square feet, stringers shall be installed in rows twenty feet (20') apart with lights spaced fifteen feet (15') apart on the stringers. No more than eight (8) lamps shall be installed on any 20-amp circuit. Lamps for temporary lighting shall be provided and maintained by the contractor at his expense. Every temporary lamp outlet must be properly lamped throughout construction; dark or burned-out lamps shall be immediately replaced. Number 12 wire may be used for temporary lighting circuits.
      a. Additional lighting required to perform the work, and as required by applicable laws, is specified in Section - 01 50 50.
   3. Temporary power shall be sufficient to enable all trades to complete their work. A minimum of a two gang, duplex grounded convenience outlet having 3-wire grounded type receptacles shall be installed within seventy-five feet (75') of outside walls and one hundred fifty feet (150') spacing in any direction within the building. They shall be installed in such a manner that a 100' extension cord connection can reach any part of the building, including enclosed areas, such as offices.

4. In addition to the above temporary power and lighting, provide and subsequently remove circuits for:
   a. Temporary safety lighting and security lighting. Security lights to work at all hours of darkness; safety lighting shall be continuous during working hours.
   b. Testing and checking permanent equipment.
5. Complete temporary electrical system, including lighting, power outlets, wiring, etc. shall comply with all federal regulations as issued by the Department of Labor dealing with safety and health for construction projects, and any portions of state and local safety and health regulations that are more stringent.

D. Provide minimum of 100 AMP service for the Construction Managers Project office trailer.

E. Contractors requiring power requirements other than the above or in Division 26, will make arrangements with the Electrical Contractor and pay for any such electrical services. Such services are listed below but not limited to the examples shown:
1. Power to temporary offices.
2. Special power for masonry saws or mixers, floor grinders, floor sanders, welders, etc.
3. Cost of power for temporary electric heat.

1.03 TEMPORARY WARNING SYSTEMS

A. Contractor shall provide temporary emergency systems, warning systems, and fire alarm systems in accordance with IOSHA/MIOSHA/OSHA standards. Contractor to provide alarm stations consisting of an area plan showing alarm station location, escape routes to nearby exits, and a distinctive alarm capable of being heard above ambient noise levels. Remove temporary systems after permanent systems are operational. Refer to Specifications Section 01 57 60 for alarm codes to be included on area plan.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 51 10

SECTION 01 51 30 – TEMPORARY HEATING, VENTILATION AND COOLING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to the work of this Section.

1.02 TEMPORARY HEATING

A. Provide temporary heating for enclosed building spaces as required for installation of materials and working conditions required by trades.

B. Enclosed building space is defined as having a roof and all exterior openings closed by either temporary or permanent means.

C. Does not include temporary heat required under 01 50 50 Temporary Facilities and Controls.

D. Conditions:
   1. **Temperatures:**
      a. Minimum 50°F during working hours and 40°F during non-working hours.
      b. For seven (7) days prior to and during interior finishing, maintain 60°F–72°F during working hours and not less than 60°F at other times.
   2. **Humidity:**
      a. Maintain relative humidity between **30% and 60%** once moisture-sensitive materials are stored or installed.
   3. **Required** from October 15th through May 15th.

E. Heating Equipment:
   1. Provide **Indirect-Fired Heating Units only**.
   2. Units shall be thermostatically controlled, ducted as required, and vented to the exterior.
   3. Provide necessary wiring, controls, and fuel.
   4. Relocate units as required to avoid construction interference.
   5. **Prohibited:** Direct-fired units, salamanders, and the permanent heating system, unless specifically approved in writing by the Architect/Engineer and Owner.

1.03 TEMPORARY VENTILATION AND COOLING

A. Provide temporary ventilation and cooling for enclosed spaces as required for installation of finished materials.

B. Conditions:
   1. Maintain maximum temperature of 75°F in finish spaces for seven (7) days prior to and during interior finishing, and until acceptance or occupancy.
   2. Maintain relative humidity between **30% and 60%** once moisture-sensitive materials are stored or installed.
   3. Required from May 15th through October 15th,

C. Cooling Equipment:
   1. Portable HVAC units or temporary ventilation systems capable of providing cooling and humidity control.
   2. Permanent HVAC equipment may not be used unless approved in writing. If approved, clean, replace filters, and restore to like-new condition prior to balancing.

1.04 COST OF FUEL AND ELECTRIC POWER

A. Owner will pay for all fuel and power consumed for temporary HVAC. Contractor is responsible for equipment rental, installation, and maintenance.

1.05 MAINTENANCE AND REMOVALS

A. Remove all temporary HVAC equipment, not part of the permanent system when no longer needed.

B. Relocate equipment as required to avoid construction interference.

C. Maintain temporary filters and replace as needed.

D. At completion, restore affected surfaces and install new permanent filters prior to balancing.

PART 2 – PRODUCTS

2.01 TEMPORARY HVAC EQUIPMENT

A. **Heating Units:**
   1. Indirect-fired heaters, factory assembled, listed and labeled for temporary construction use.
   2. Equipped with thermostatic controls, over-temperature safety, and means for ducted distribution.

B. **Cooling and Ventilation Units:**
   1. Portable packaged HVAC units capable of providing both cooling and humidity control.
   2. Approved exhaust fans and supply fans sized for construction ventilation.

C. **Accessories:**
   1. Temporary ductwork, electrical wiring, fuel tanks, controls, and safety devices required for safe operation.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Coordinate installation with the Construction Manager.

B. Install temporary HVAC equipment in accordance with manufacturer's instructions and code requirements.

C. Arrange units to avoid interference with construction activities and maintain safe access/egress.

D. Provide venting to exterior to prevent accumulation of combustion products.

3.02 OPERATION

A. Operate temporary HVAC systems to maintain required temperature and humidity conditions.

B. Monitor performance and adjust equipment locations and controls as required.

C. Maintain daily log of temperature and humidity levels during finish installation periods.

3.03 MAINTENANCE

A. Service units as required to maintain safe and reliable operation.

B. Replace filters regularly to prevent dust accumulation and damage to finishes.

C. Immediately repair or replace malfunctioning equipment.

3.04 REMOVAL AND RESTORATION

A. Remove all temporary HVAC equipment when no longer required.

B. Restore surfaces and construction disturbed by installation.

C. Ensure permanent HVAC system is clean and fitted with new filters prior to balancing.

END OF SECTION 01 51 30

SECTION 01 51 50 - TEMPORARY WATER

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY CONSTRUCTION WATER

A. Provide temporary water service at a convenient location, maintain the service and remove same at completion.
   1. Tie-in may be made to the Owner's existing system.
   2. The Owner will pay for all temporary construction water.

B. If it is not practical to tie into Owner's existing water service, the Contractor shall make arrangements for a temporary service as required, pay for all water usage, and remove temporary service before final clean-up of the Project.

1.03 DRINKING WATER

A. Provide chilled potable drinking water for all construction personnel in general location.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 51 50

SECTION 01 51 60 - TEMPORARY SANITARY FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY SANITARY FACILITIES

A. Provide portable type toilets until sewer service is available; "Saniprep" units, or approved equal facilities.

B. Provide temporary flushing type toilets when water and sewer service is available at a permanent location in the building.

C. Maintain lavatories when existing facilities are approved for use.

D. Adequate facilities shall be provided for all workmen on the Project and in no case less than those required by applicable federal law(s).

E. This Contractor will provide necessary paper goods and soap.

F. Keep facilities clean and sanitary.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 51 60

SECTION 01 51 80 - TEMPORARY FIRE PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 FIRE PROTECTION

A. Provide adequate fire protection and fire prevention for the Project and in no case less than that required by applicable federal law(s).

1. Minimum provisions, unless otherwise required by law(s), shall be 10# capacity ABC type fire extinguishers, plainly marked and easily accessible, in each area where work is in progress.

2. Provide wood standards for fire extinguishers and emergency alarm stations. The 2’ x 3’ plywood panel shall be painted green. The base shall be painted red. Six interior standards and two exterior standards are required.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 51 80

SECTION 01 51 80b – FIRE EXTINGUISHER STAND

PART 1 - GENERAL

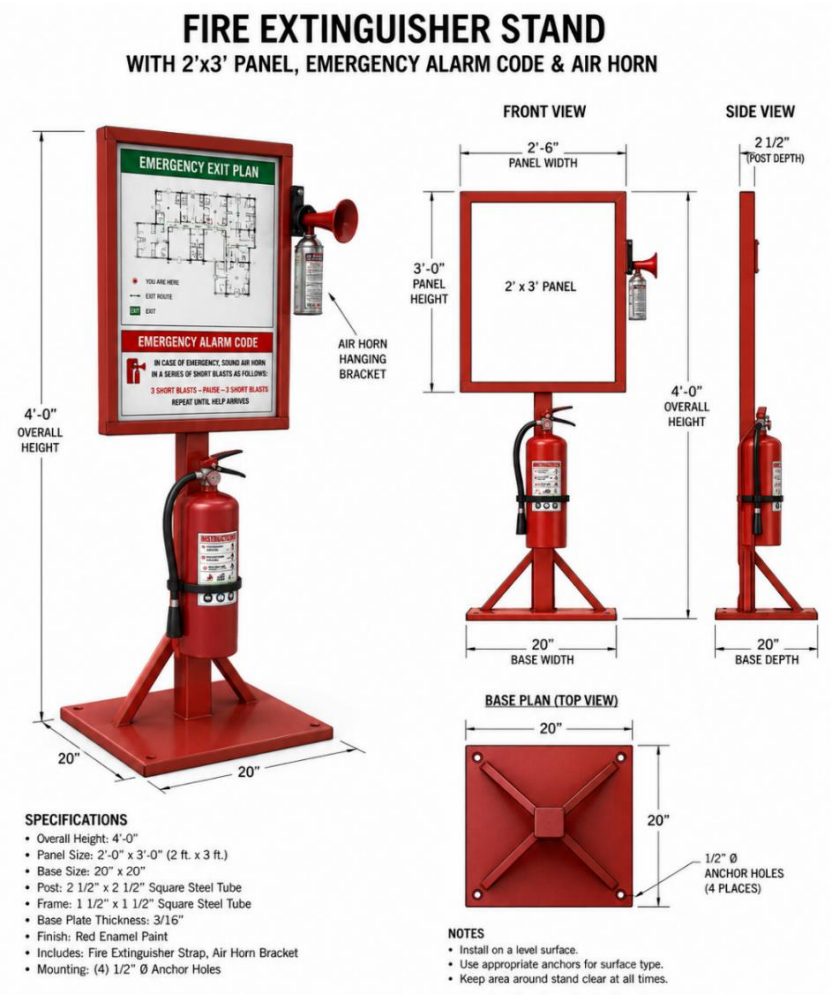
1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.
B. 01 51 10 TEMPORARY ELECTRICITY, LIGHTING & WARNING SYSTEMS
C. 01 57 60 PROJECT SIGNS

PART 2 - NOT USED

PART 3 – EXECUTION

A. Contractor assigned 01 51 80 Temporary Fire Protection shall provide the stands
B. Contractor assigned 01 51 10 Temporary Electricity, Lighting & Warning Systems shall provide the Emergency Exit Plan, Alarm Code and Warning System (Air Horn minimum)



SECTION 01 52 10 - CONSTRUCTION AIDS AND TEMPORARY ENCLOSURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1-Specification Sections, apply to work of this Section.

1.02 CONSTRUCTION AIDS

A. Provide and maintain temporary gang ladders, stairs, ramps, runways, platforms and other such facilities and equipment for proper access to the Work for all Contracts, and in no case less than those required by applicable Federal, State, and local law(s).

B. When permanent stair framing is in place, provide temporary treads, platforms and railings for use by construction personnel.

1.03 TEMPORARY ENCLOSURES

A. Provide reinforced plastic or plywood covered frames for window openings and hinged plywood or batten doors with locks to maintain temperatures necessary to perform the work and provide security.
   1. Provide protection against all kinds of adverse weather so that the building and materials will not be damaged, and against unauthorized entry.
   2. Protection shall be provided well in advance of finishing operations.

B. Provide temporary enclosures to separate work areas from finished areas and from areas occupied by Owner; to prevent penetration of dust or moisture into finished and occupied areas, and to protect the public from construction work.
   1. Temporary partition and ceiling enclosures: framing and sheet materials which comply with structural and fire rating requirements of applicable codes and standards.
   2. Close joints between sheet materials, and seal edges and intersections with existing surfaces, to prevent penetration of dust or moisture.

1.04 RELOCATION AND REMOVAL

A. Relocate as required by progress of construction, by storage or work requirements, and to accommodate legitimate requirements of Owner and other contractors employed at the site.

B. Completely remove when construction needs can be met by use of permanent construction.

C. Clean and repair damage caused by installation or by use.

D. Restore existing facilities used for temporary purposes to specified or to original condition.

E. Restore permanent facilities used for temporary purposes to specified condition.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 52 10

SECTION 01 52 60 - RUBBISH CONTAINER

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

B. Masonry and Drywall Contractors are to provide their own rubbish containers (See Section 01 56 90, Paragraph 3.01C)

C. See Allowance Section 01 21 00.

1.02 RUBBISH CONTAINER

A. Provide dumpster type rubbish container or containers sized adequate for the Project waste, debris and rubbish for all Contractors, except as specified in 1.01.B above, for the life of the Project.

B. Dispose of container contents weekly or at more frequent intervals if required by inadequate container capacity.

C. **Provide ten (10) one cubic yard mobile trash carts that can be used during the project by all Contractors, after the initial floors are cast.**

1. **The General Trades Contractor shall empty all one cubic yard trash carts at the end of the workday, regardless of the Prime Contractor filling the cart. All trash carts shall be returned to their appropriate spot upon being emptied. The General Trades Contractor will be fined $50 for every cart not emptied and returned to the original assigned location, as determined by the Construction Manager.**
2. **The Masonry and Drywall Contractors are not permitted to use the one cubic yard trash carts supplied by the General Trades Contractor. The Masonry and Drywall Contractors are to supply sufficient trash carts to remove their debris on a daily basis. A $50 fine will be assessed for each cart container not emptied at the end of the day, as determined by the Construction Manager.**

1.03 TRASH CHUTES

A. Erect suitable, closed, relatively dust-free chutes for the use by all trades during construction above ground floor. No material or debris will be permitted to drop free.
   1. Coordinate this installation with the Construction Manager and other Contractors.

END OF SECTION 01 52 60

SECTION 01 53 10 - FENCES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 SCHEDULING

A. Provide temporary fencing to outline limits of site usage prior to start of other work as required by Contract Documents.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Fencing to be 6' high chain link with gates and windscreen as indicated on Drawings. Fabric to be 9 ga. galvanized wire mesh. (Refer to Logistics Planning Drawing).

B. Allow for 600 Lineal Feet of plastic construction fencing.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install construction fencing where indicated and around temporary structures, storage areas, roadways and other hazards as required for safety and security.

B. Space posts 6' o.c. and drive 3' into ground. Fasten fence to each post with five (5) fasteners.

C. Space posts 10' o.c. and drive 3' into ground. Fasten fence to each post with five (5) fasteners.

D. Provide gate posts and gates for two (2) 20'-0" side openings (each opening to contain two (2) 10'-0" leaves) with forked type or plunger type latch to permit operation from either side of gate with padlock eye as an integral part of latch.

3.02 MAINTENANCE

A. Maintain fencing in good repair until completion of the Project unless directed otherwise by the Construction Manager.

B. Relocate fencing if necessary due to construction progress when directed by the Construction Manager.

C. Remove fencing when directed by the Construction Manager.

END OF SECTION 01 53 10

SECTION 01 53 20 - TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 JOB CONDITIONS

A. Existing Conditions
   1. Inspect all trees and plants near building site.

B. Scheduling
   1. Protective fencing shall be in place before commencement of any other work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Fencing shall be new plastic snow-type fencing, 4' high. Posts shall be heavy-duty studded steel T-posts, 1-3/8" x 1-3/8" x 7/64" thick by 4' tall.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Trees to be protected shall have fencing placed completely around the tree at the full spread of the branches.

B. Plants to remain shall have fencing placed completely around individual or groups of plants 1' beyond edge of plants.

C. Existing lawn and other areas to be left undisturbed shall have fencing placed where indicated or as required for protection.

D. Space posts 6' o.c. and drive 3' into the ground. Fasten fence to each post with five (5) fasteners.

E. Place warning signs on tree protective fencing stating "Do Not Store Materials Within Fence".

3.02 MAINTENANCE

A. Maintain fencing in good repair until completion of the Project unless directed otherwise by the Construction Manager.

B. Remove fencing when directed by the Construction Manager.

END OF SECTION 01 53 20

SECTION 01 53 30 - BARRICADES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 BARRICADES

A. The Structural Steel Contractor shall furnish and install wire rope perimeter cabling in accordance with OSHA at elevated floor slab edges and openings framed of steel.
   1. Cabling shall be erected prior to placing of concrete slabs.

B. The General Trades Contractor shall provide and maintain OSHA approved toe boards at all elevated floor slab edges and openings.
   1. Maintain and relocate as the work progresses the cabling installed by the Structural Steel Contractor and toe boards installed by this contract.
   2. Dismantle and discard the cabling installed by the Structural Steel Contractor and toe boards installed by this contract when no longer of service.

C. The General Trades Contractor shall provide and maintain OSHA approved top rail, mid rail and toe boards at all elevated floor slab edges and openings not framed of steel.
   1. Maintain and relocate as the work progresses the railing and toe boards installed by this contract.
   2. Dismantle and discard when no longer of service.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 53 30

SECTION 01 54 60 - ENVIRONMENT PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 APPLICABLE REGULATIONS

A. In order to prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities of the Contractor and his Subcontractors in the performance of this Contract, they shall comply with all applicable federal, state, and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.

1.03 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

A. All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Architect so that the proper authorities may be notified.

1.04 PROTECTION OF WATER RESOURCES

A. The Contractor shall not pollute water resources with fuels, oils, bitumens, calcium chloride, acids, or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable federal, state, county, and municipal laws concerning pollution of rivers and streams. All Work under this Contract shall be performed in such a manner that objectionable conditions will not be created in water resources through or adjacent to the Project areas.

1. Spillages: At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides and insecticides, and cement from entering water resources.
2. Disposal: If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated, disposed of as directed by the Architect, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

1.05 PROTECTION OF FISH AND WILDLIFE

A. The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated prior to their release into the storm sewers or streams.

1.06 PROTECTION OF MONUMENTS, MARKERS AND ARTWORK

A. Monuments and markers shall be protected before beginning operations near them.

1.07 MAINTENANCE OF ENVIRONMENT PROTECTION CONTROL FACILITIES DURING CONSTRUCTION

A. During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control under this Contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 54 60

SECTION 01 54 80 - UTILITY PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 PROTECTION

A. Existing utility lines and structures indicated or known, and utility lines constructed for this Project shall be protected from damage during construction operations.

B. Locate and flag all lines and structures before beginning excavation and other construction operations.

1.03 REMOVAL AND RELOCATION

A. When utility lines and structures that are to be removed or relocated are encountered within the area of operations, notify the Construction Manager and affected utility in ample time for the necessary measures to be taken to prevent interruption of the services.

1.04 UNKNOWN LOCATIONS

A. Damage to existing utility lines or structures not indicated or known shall be reported immediately to the Construction Manager and the affected utility. If determined that repairs are required under the Contract, the cost of such repairs will be covered by Change Order.

B. Record locations of utility lines or structures on "Project Record Drawings" maintained at the jobsite by the Construction Manager.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 54 80

SECTION 01 55 00 –ACCESS ROADS, PARKING AREAS AND GROUNDSKEEPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 REQUIREMENTS INCLUDED

A. Access Roads.

B. Parking.

C. Existing Pavements and Parking Areas.

D. Permanent Pavements and Parking Facilities.

E. Work Site

F. Maintenance.

G. Removal, Repair.

PART 2 - PRODUCTS

2.01 MATERIALS

A. For Temporary Construction: Contractor's option of crushed stone or gravel.

B. For Permanent Construction: As specified.

PART 3 - EXECUTION

3.01 PREPARATION

A. Clear areas, provide surface (and storm) drainage of premises and adjacent areas.

B. When practicable, coordinate use of permanent roads and parking areas with Paving Contractor.

3.02 ACCESS ROADS

A. Construct temporary (all-weather) access roads from public thoroughfares to serve construction area, of a width and load- bearing capacity to provide unimpeded traffic for construction purposes.

B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

C. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.

D. Location as approved by Construction Manager.

E. Provide unimpeded access for emergency vehicles. Maintain twenty-foot (20') width driveways with turning space between and around combustible materials.

F. Provide and maintain access to fire hydrants and control valves free of obstructions.

3.03 PARKING

A. Construct temporary parking areas to accommodate use of construction personnel. When site space is not adequate, provide additional off-site parking.

B. Location as approved by Construction Manager.

3.04 EXISTING PAVEMENTS AND PARKING AREAS

A. (Designated) existing onsite streets and driveways may be used for construction traffic. Tracked vehicles not allowed.

3.05 PERMANENT PAVEMENTS AND PARKING FACILITIES

A. (Prior to Substantial Completion) base for permanent roads and parking areas may be used for construction traffic. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

3.06 MAINTENANCE

A. Maintain traffic and parking areas in sound condition, free of excavated material, construction equipment, products, mud, snow, and ice.

B. Maintain existing and permanent paved areas used for construction, promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original or specified condition.

C. Maintain work site free of snow. All walks and entrances within the work site shall be adequately treated with ice melt or sand to prevent ice build-up.

D. Maintain the work site free of accumulated debris, cut the grass and weeds in and around the project for the duration of the project.

3.07 REMOVAL, REPAIR

A. Remove temporary materials and construction when permanent paving is usable.

B. Remove underground work and compacted materials to a depth of two feet (2'); fill and grade site as specified.

C. Repair existing and permanent facilities damaged by usage to original and specified condition.

END OF SECTION 01 55 00

SECTION 01 56 20 - DUST CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 QUALITY ASSURANCE

A. Comply with the requirements of the Air Pollution Control Board of the State of Indiana and other specified requirements.

1.03 DUST CONTROL

A. The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas on or off site free of dust.

B. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment, or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times; and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Sprinkling that causes much tracking of public roads will not be allowed and other approved methods must be used.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 56 20

SECTION 01 56 30 - WATER CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 WATER CONTROL

A. Protect excavations, trenches and structure from damage by rain water, ground water, backing-up of drains and sewers and from all other water. Provide pumps, well points, equipment and enclosures to provide protection for the Work.

B. Install approved temporary erosion control devices when discharge velocity of pumping equipment causes soil erosion at the point of discharge.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 56 30

SECTION 01 56 80 - EROSION CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 QUALITY ASSURANCE

A. Conform to requirements of regulatory agencies as called for in the General Conditions.
   1. The following list is included as a bidding and construction aid and does not necessarily represent all affected agencies.
      a. Environmental Protection Agency.
      b. Corps of Engineers.
      c. Department of Agriculture, Soil Conservation Service.
      d. State of Indiana, Stream Pollution Control Board.
      e. State of Indiana, Department of Natural Resources, Division of Water.
      f. County and municipal regulatory agencies.

B. Reference Standards.
   1. The latest issues of the following documents form a part of this Specification to the extent indicated hereinafter.
      a. Indiana Department of Transportation, "Standard Specification" (INDOT).
      b. U.S. Department of Agriculture, Soil Conservation Service, Agriculture Information Bulletin 343, "Controlling Erosion on Construction Sites".

PART 2 - PRODUCTS

2.01 MATERIALS

A. Mulches and Binding Material.
   1. Straw bales shall be wire bound, unweathered, wheat straw containing no viable seeds of noxious weeds as defined by Indiana Seed Law.
      a. When bales are used for sediment traps, provide two (2) 36" stakes per bale.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General:
   1. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits.
   2. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative.
   3. The area of bare soil exposed at any one time by construction operations should be held to a minimum. Stream crossing by fording with equipment shall be limited to control turbidity and in areas of frequent crossings temporary culverts or bridge structures shall be installed. Any temporary culverts or bridge structures shall be removed upon completion of the Project.
   4. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

B. Temporary anti-mud tracking road and wheel wash area.
   1. Verify removal of topsoil as specified in the appropriate specification section.
   2. Spreading of compacted aggregate shall comply with IDOTSS 303.09.
   3. Renew surface as often as required to provide 100% protection against mud tracking on public roads.
   4. Remove as required for installation of other work as required by work sequence schedule. Clean wheel sediment trap to maintain basin.

C. Straw Bale Sediment Filters.
   1. Install straw bales (laid end to end) for erosion and sediment traps. Bales generally are to be placed along a line twenty feet (20') beyond toe of slopes, around sediment settling basins, wheel wash areas, and other such locations as indicated. Remove sediment before it reaches the 1/3 point on the bales. Maintain bales in position until permanent grass is sown and mulched.

D. Diversion ditches, sediment basins and erosion repair.
   1. Construct diversion ditches along the top of all slopes, provide chutes along the slopes from diversion ditches to sediment basins located at the toe of slopes. Ditches, chutes and sediment basins to be large enough to carry a one-year storm of 30 minutes duration. Chute to be constructed of polyethylene sheeting or other approved material. Repair all slope and

ditch erosion after each rainfall and clean sediment basins to maintain capacity. Maintain all work until installation of permanent lawn or planting. Remove when and as directed.

2. Readjust location of control devices when and as necessary to prevent sediment from entering streams or sewers.

3.02 MAINTENANCE

A. Sediment Traps and Diversion Ditches

1. Maintain until installation of permanent construction.
2. Remove sediment and redistribute on site where directed. Maximum allowable depth of sediment in any trap shall be 33%.

END OF SECTION 01 56 80

SECTION 01 56 90 - HOUSEKEEPING & SAFETY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division 1 Specification Sections, apply to work of this Section.

1.02 PURPOSE

A. The purpose of this Section is to define and emphasize the responsibilities of the Construction Manager and each Contractor to keep the work site orderly, clean and safe for everyone.

1.03 HOUSEKEEPING REQUIREMENTS

A. Each Contractor shall execute housekeeping to keep his work, the site and adjacent properties free from accumulations of construction operations and as follows:

1. Clean up all waste materials, rubbish and debris resulting from his own operations at such frequencies as required by the Construction Manager; but as a minimum on a daily basis.
2. Place waste materials, rubbish and debris in trash carts and deliver trash carts outside the building to rubbish containers, as provided under Section 01 52 60.
3. Organize and secure materials, equipment, offices in assigned areas. Maintain administrative areas in an orderly fashion and relocate as necessary to facilitate the sequence of construction.
4. Repair, patch, and touch up marred surfaces to match adjacent finishes damaged by his own operations.
5. Leave all work areas in a "broom clean" condition at the completion of their work for the day.
6 Participate in joint clean up as directed by the Construction Manager.
7. Utilized established break areas and ensure employees and subcontractors do not bring food or drink into the work area.
8. Enforce No Smoking Policies.

B. The Construction Manager shall be responsible for the following items:

1. Assign locations of and responsibility for site operations and logistics to include parking, storage, project offices, break areas, rubbish containment facilities and other administrative project requirements.
2. Oversee cleaning and ensure the building and grounds are maintained free from accumulations of waste materials, rubbish, and debris.
3. The Construction Manager may, from time to time schedule joint trade clean-up times in which all Contractors shall provide labor, in proportion to the manpower employed during the time period, to clean up all debris.

C. **Each Contractor** is financially responsible for his own housekeeping operations. Clean-up must be timely as well as thorough in order to meet safety regulations and permit other Contractors to perform without hindrance from dirt and debris. ***Failure to perform daily cleaning to the satisfaction of the Construction Manager will result in a $500/day fine.***

D. The cost of this work shall be included in the Contractor's Bid and must appear as a line item on the "Schedule of Values" as 1% of the total contract amount.

E. Each Friday afternoon, or as designated by the Construction Manager, and more often if necessary, the Contractors, **as assigned by the Construction Manager,** shall perform an overall cleanup of the entire Project, including a broom cleaning. Each Contractor will be required to provide one (1) worker for two (2) hours minimum to participate in general building and site clean-up. This work will be directed by the Construction Manager. **Failure to participate in the clean up as assigned by the Construction Manager will result in a $500 fine.**

1.04 SAFETY REQUIREMENTS

A. Each Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of their work including:

1. Protection of their employees and those around them that may be affect by their work.
2. Providing and maintaining an up-to-date HAZCOM and Safety Plan on file in the Construction Managers office. No contractor may mobilize or work on the site without said plan on file in the Construction Managers Office. SDS must be kept current for materials utilized on the job site.
3. Identifying and notifying the Construction Manager of hazards whether a result of their operations or operations affecting or may affect their employees on project.
4. Each Contractor will employ and identify a “competent person” as defined by OSHA for each of its operations in accordance with OSHA/IOSHA/MIOSHA regulations.

B. Construction Manager will coordinate the safety plans of each contractor and notify the Owner of any known hazards that may affect the site.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

B. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

C. Each Contractor shall provide his own cleaning materials and equipment.

D. Ensure that current Material Safety Data Sheets are on file in the HAZCOM and Safety Plan in the Construction Manager's Office.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute cleaning to ensure that building, grounds, public and adjacent properties are maintained free from accumulations of waste materials and rubbish.

B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

C. Daily during progress of work, clean site and public properties and deliver waste materials, debris and rubbish to dumpster.

D. Leave no Trash or Debris in the building or uncontained on the site overnight.

E. Remove debris from concealed spaces before enclosing the space.

F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces or affect the HVAC systems.

H. Place no new work on dirty surfaces.

I. Store volatile wastes in covered metal containers, and remove from premises daily.

J. Prevent accumulation of wastes which create hazardous conditions.

K. Provide adequate ventilation during use of volatile or noxious substances.

L. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on Project site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

M. Clean exposed surfaces and protect as necessary to maintain them free from damage and deterioration through Substantial Completion.

END OF SECTION 01 56 90

SECTION 01 57 60 - PROJECT SIGNS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to Work of this Section.

B. Allow for six (6) Information and Traffic Control signs to be installed on the Project, size 4' x 4' (see following page for layout).

C. Allow for one (1) Project Visitor Safety First sign to be installed on Project, size 4' x 6' (see following page for layout).

D. Allow for one (1) Project sign to be installed on Project, size 6’ x 8’ (see following page for layout).

PART 2 - PRODUCTS

2.01 MATERIALS

A. Face: 1/2" thick laminated signboard, exterior type with smooth faces for paint finish.

B. Posts: Structural lumber with smooth faces for paint finish.

C. Finish: Wood primer and enamel finish coat of paint as approved by Construction Manager.

PART 3 - EXECUTION

3.01 SIGNS

A. Provide and maintain adequate signage to control construction traffic and site visitors.
   1. Text will be per the Skillman Corporation sign standards. Camera ready art and sign purchase is available through Reprographic Arts Signs at (219) 872-9111, if so desired.
   2. Remove signage when directed by Construction Manager.

B. Provide a job identification sign, camera ready art giving name of Project, the names and addresses of the Owner, the Architect, and the Construction Manager shall be provided. Final proof to be approved by the Construction Manager.
   1. Size shall be 72" x 96".
   2. Signs shall have artwork on two sides.
   3. Remove signage when directed by Construction Manager.

PROJECT VISITOR SIGN



Sign Specifications:

- **All signs to be constructed from ½" laminated signboard.**
- **Sign dimensions 4' x 6' with**
- **All backgrounds of all jobsite signs – red (PMS 1807)**
- **Trade Gothic Font with White Lettering**

INFORMATION & TRAFFIC CONTROL SIGNS













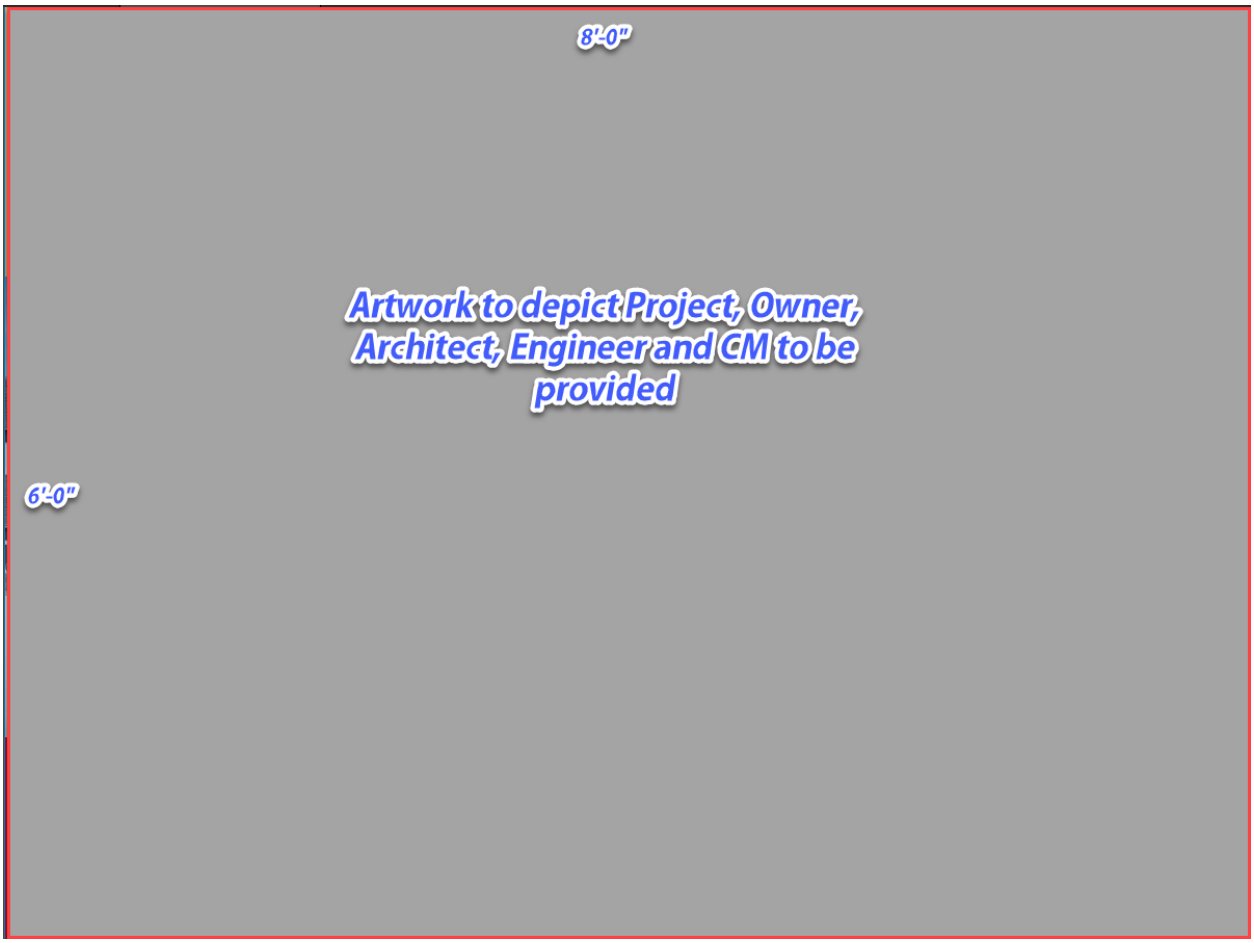
Sign Specifications:

- **White Lettering**
- **Signs to be constructed from ½" laminated signboard.**
- **Sign dimensions 4' x 4'**
- **Background of signs – red (PMS 1807)**
- **4" x 4" wood posts.**

TEXT – White lettering in Trade Gothic font and white directional arrows as required:

- **Construction Entrance**
- **Construction Deliveries/Hours? to?**
- **Construction Managers Office**
- **Construction Parking**
- **Construction Traffic**
- **Construction Parking Area**

PROJECT SIGN



Sign Specifications:

- **Artwork to be adhered sign board**
- **Signs to be constructed from ½" laminated signboard.**
- **Sign dimensions 6' x 8'**
- **Artwork for sign shall be provided.**
- **4"x 4" wood posts.**

END OF SECTION 01 57 60

SECTION 01 59 10 - PROJECT OFFICE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY CONSTRUCTION OFFICE

A. The Construction Manager, will provide and maintain adequate office space for the representatives of the Architect, the Construction Manager, and the Owner for their exclusive use and equipped as follows:
   1. Heated and air conditioned with operating windows and a locked door.
   2. Plan tables, racks for drawings, desks, chairs, file cabinets, and similar items.

B. This office space will also be used for Progress Meetings unless notified otherwise.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 59 10

SECTION 01 59 20 - OFFICES AND SHEDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 TEMPORARY STRUCTURES

A. Temporary structures required for offices, storage or other purposes in the performance of the Work, shall be located and erected only with approval of the Construction Manager and Owner and shall be removed and the premises shall be cleaned of all debris when directed. The vacated area shall be restored to the original condition when necessary.

B. All temporary work sheds and offices, if of combustible construction, shall be located at least thirty feet (30') from the building.

C. Contractors requiring power to temporary structures will make their own arrangements for such power as provided in Section 01 51 10.

D. Relocation costs by SUBCONTRACTOR - one time.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 59 20

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
   1. Product standards and quality.
   2. Substitutions
   3. Manufacturer's directions
   4. Warranties
   5. Material delivery and responsibilities
   6. Protection
   7. Acceptance of equipment or systems

B. It is the intent of the Specifications and Drawings to accomplish a complete and first-grade installation in which there shall be installed new materials and products of the latest and best design and manufacturer. Workmanship shall be thoroughly first-class and complete, executed by competent and experienced workmen.

C. Equipment, specialties, and similar items shall be checked for compliance and fully approved prior to installation. Contractors are cautioned that work or equipment installed without approval is subject to condemnation, removal, and subsequent replacement with an approved item without extra remuneration.

D. Related Work Specified Elsewhere
   1. Section 00 10 00 - Instructions to Bidders
   2. Section 01 33 00 - Submittal Procedures

1.03 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as “specialties,” “systems,” “structure,” “finishes,” “accessories,” and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
   1. “Products” are items purchased for incorporation in the Work, whether purchased for the project or taken from previously purchased stock. The term “product” includes the terms “material,” “equipment,” “system,” and terms of similar intent.

2. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

B. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.

C. "Equipment's" is a product with operational parts, whether motorized or manually operated, that require service connections, such as wiring or piping.

1.04 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Each prime contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate contractors.
2. If a dispute arises between prime contractors over concurrently selectable, but incompatible products, the Architect will determine which products shall be retained and which are incompatible and must be replaced.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long term storage at the site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products of the site in a manner that will facilitate inspection and measurement of quality or counting of units.

6. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.01 PRODUCT STANDARDS AND QUALITY

A. The Contract is based on the materials, equipment, and methods described in the Contract Documents.

B. Where in the Drawings and Specifications certain products, manufacturer's trade names, or catalog numbers are given, it is done for the expressed purpose of establishing a basis of quality, durability, and efficiency of design in harmony with the work outlined and is not intended for the purpose of limiting competition.

C. The Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate the proposed substitution.

D. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Architect.
1. Refer to Section 00 10 00 - Instructions to Bidders.

E. "Or equal":
1. Where the phrase "or equal" or "or equal as approved by the Architect" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Architect unless the item has been specifically approved for this Work by the Architect in an Addendum.
2. The decision of the Architect shall be final.

F. Availability of Specified Items:
1. Verify prior to bidding that specified items will be available in time for installation during orderly and timely progress of the Work.
2. In the event specified item or items will not be so available, so notify the Architect prior to receipt of bids.
3. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.

G. Separate Substitute Bids: Bidders may, if they wish, submit additional, completely separate bids using materials and methods other than those described in these Contract Documents, provided that substitutions are clearly identified and

described and that the bid is in accordance with the provisions of the Contract Documents. Refer to Instructions to Bidders.

H. Where the questions of appearance, artistic effect, or harmony of design are concerned, the Architect reserves the right to refuse approval of substituted products proposed to be substituted for that specified, if in his opinion the item to be substituted is not harmonious to the finished effect and appearance desired, as portrayed in the Drawings and Specifications. The Architect's said refusal to approve, established by this paragraph, is final and not subject to arbitration.

2.02 SUBSTITUTIONS

A. Substitutions: Changes in products, materials of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests of substitutions. The following are not considered to be requests for substitutions.
   1. Substitutions requested during the bidding period, accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
   2. Revisions to the Contract Documents requested by the Owner or Architect.
   3. Specified options of products and construction methods included in the Contract Documents.
   4. The Contractor’s determination of and compliance with governing regulations and orders issued by governing authorities.

B. Conditions: The Architect will receive and consider the Contractor’s request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements:
   1. Extensive revisions to the Contract Documents are not required.
   2. Proposed changes are in keeping with the general intent of the Contract Documents.
   3. The request is timely, fully documented, and properly submitted.
   4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
   5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner’s additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
   6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
8. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitutions provides the required warranty.
9. Where a proposed substitution involves more than one prime contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.

2.03 MANUFACTURER'S DIRECTIONS

A. Manufactured products shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's printed directions, unless herein specified to the contrary. Where manufacturer's printed directions are available and where reference is made to manufacturer's directions in the Specifications, the Contractor shall submit two 2 copies of such directions through the Construction Manager to the Architect prior to the beginning of Work covered thereby.

B. Where specific installation instructions are not part of these Specifications and Drawings, equipment shall be installed in strict accordance with instructions from the respective manufacturers. Where installation instructions included in these Specifications or Drawings are at a variance with instructions furnished by the equipment manufacturer, the Contractor shall make written request for clarification from the Architect.

C. In accepting or assenting to the use of apparatus or material, or make, or arrangement thereof, the Architect in no way waives the requirements of these Specifications or the warranty embodied therein.

2.04 WARRANTIES

A. Specific warranties or bonds called for in the Contract Documents, in addition to that falling under the general warranty as set forth in General Conditions, shall be furnished in accordance with the requirements of the Specifications.
1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
2. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

B. Each Contractor shall and does hereby agree to warrant for a period of one year, or for longer periods, where so provided in the Specifications, as evidenced by the date of Substantial Completion issued by the Architect, products installed under the Contract to be of good quality in every respect and to remain so for periods described herein.

C. Should defects develop in the aforesaid Work within the specified periods, due to faults in products or their workmanship, the Contractor hereby agrees to make repairs and do necessary Work to correct defective Work to the Architect's satisfaction, in accordance with the amended General Conditions. Such repairs and corrective Work, including costs of making good other Work damaged by or otherwise affected by making repairs or corrective Work, shall be done without cost to the Owner and at the entire cost and expense of the Contractor within 14 days after written notice to the Contractor by the Owner.

1. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

D. Nothing herein intends or implies that the warranty shall apply to Work which has been abused or neglected or improperly maintained by the Owner or his successor in interest.

E. Where service on products is required under this Article, it shall be promptly provided when notified by the Owner and no additional charge shall be made, unless it can be established that the defect or malfunctioning was caused by abuse or accidental damage not to be expected under conditions of ordinary wear and tear.

F. In the event movement in the adjoining structure or components causes malfunctioning, the Contractor responsible for the original installation of the adjoining structure or components shall provide such repair, replacement, or correction necessary to provide for proper functioning to bring the equipment back into the same operating condition as approved at the completion of the building.

G. The manufacturer and supplier expressly warrants that each item of equipment furnished by him and installed in this Project is suitable for the application shown and specified in the Contract Documents and includes features, accessories, and performing characteristics listed in the manufacturer's catalog in force on the date bids are requested for the Work. This warranty is intended as an assurance by the

manufacturer that his equipment is not being misapplied and is fit and sufficient for the service intended. This warranty is in addition to and not in limitation of other warranties or remedies required by law or by the Contract Documents. It shall be the responsibility of the Contractor for the particular equipment to obtain this warranty in writing.

H. In case the Contractor fails to do Work so ordered, the Owner may have work done and charge the cost thereof against monies retained as provided for in the Agreement and, if said retained monies shall be insufficient to pay such cost or if no money is available, the Contractor and his Sureties shall agree to pay to the Owner the cost of such Work.

2.05 MATERIAL DELIVERY AND RESPONSIBILITIES

A. Each Contractor shall be responsible for materials he orders for delivery to the jobsite. Responsibility includes, but is not limited to, receiving, unloading, storing, protecting, and setting in place; ready for final connections. Each Contractor will coordinate jobsite storage with the Construction Manager.

1. The Owner will not be responsible for deliveries related to the construction or operation of the Contractor. The Owner cannot sign delivery forms for the Contractor.

B. Contractors shall insure that products are delivered to the Project in accordance with the Construction Schedule of the Project. In determining date of delivery, sufficient time shall be allowed for shop drawings and sample approvals, including the possibility of having to resubmit improperly prepared submittals or products other than those specified and the necessary fabrication or procurement time along with the delivery method and distance involved.

2.06 PROTECTION

A. Each Contractor shall protect building elements and products when subject to damage. Should workmen or other persons employed or commissioned by one Contractor be responsible for damage, the entire cost of repairing said damage shall be assumed by said individual Contractor. Should damage be done by a person or persons not employed or commissioned by a Contractor, the respective Contractors shall make repairs and charge the cost to the guilty person or persons. The affected Contractors shall be responsible for collecting such charges. If the person or persons responsible for damage cannot be discovered, full and satisfactory repairs shall be made by the respective Contractor, and the cost of Work shall be prorated against each Contractor.

B. The respective Contractors shall protect their products prior to installation and final acceptance. Storage shall be dry, clean, and safe. Materials or equipment damaged, deteriorated, rusted or defaced due to improper storage, shall be repaired, refinished, or replaced, as required by the Architect. Products lost through theft or mishandling shall be replaced by the Contractor without cost to the Owner.

2.07 ACCEPTANCE OF EQUIPMENT OR SYSTEMS

A. The Owner will not accept the start of the warranty period on systems or equipment until Substantial Completion is issued to the respective Contractor(s) for Owner's occupancy of the building, in part or whole. Each Contractor shall make such provisions as required to extend the manufacturer's warranty from time of initial operation of systems or equipment until Substantial Completion is given in writing.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 71 50 - FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 SAFETY REQUIREMENTS

A. Hazards Control.
   1. Store volatile wastes in covered metal containers and remove from premises daily.
   2. Prevent accumulation of wastes, which create hazardous conditions.
   3. Provide adequate ventilation during use of volatile or noxious substances.

B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
   1. Do not burn or bury rubbish and waste materials on Project site.
   2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
   3. Do not dispose of wastes into streams or waterways.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 FINAL CLEANING

A. Employ professional cleaners for final cleaning.

B. In preparation for substantial completion or occupancy, conduct final inspection of interior and exterior surfaces and of concealed spaces.

C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from interior and exterior finished surfaces. Clean all surfaces exposed to the accumulation of dirt, dust or debris whether or not easily with-in sight.

D. Clean all areas of glass.

E. Broom clean paved surfaces; rake clean other surfaces of grounds.

F. Maintain cleaning until Project, or portion thereof, is accepted by the Owner.

G. Immediately bring to the attention of the Construction Manager any items requiring repair that are discovered during the process of final cleaning.

H. When final cleaning involves use of volatile or noxious products and there exists a possibility of fumes entering adjacent occupied areas, coordinate with Owner, through Construction Manager, for additional ventilation requirements or a more acceptable time, including off hours, to perform the work.

END OF SECTION 01 71 50

SECTION 01 72 00 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 SUMMARY

A. Section includes administrative and procedural requirements for field engineering services including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. Anchor bolt location survey.

1.03 SUBMITTALS

A. Qualification Data: For land surveyor to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects, owners, and Construction Managers and other information specified.

B. Record Log: upon request

C. Anchor Bolt Survey: upon completion of the Anchor Bolt installation.

D. Certified Survey of foundation walls and site improvements: upon completion.

E. Report discrepancies found during Construction Layout to the Architect and Construction Manager in writing before proceeding with the work.

F. Request for Information: Upon discovery of items needing clarification in the Contract Documents.

1.04 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
   1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
   1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
   2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

3.02 PREPARATION

A. Existing Utility Information: Furnish information to Construction Manager that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: **Within 21 days after notice to proceed**, take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to existing construction, verify dimensions of existing construction by field measurements before proceeding with the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Construction Manager. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.03 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
   1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
   2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
   3. Inform installers of lines and levels to which they must comply.
   4. Check the location, level and plumb, of every major element as the Work progresses.
   5. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
   6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Anchor Bolt Survey Location: On completion of anchor bolt installation and prior to erecting steel, prepare a certified survey showing dimensions, locations, angles, and elevation of anchor bolts.

F. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Make the log available for reference by Architect and Construction Manager.

3.04 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
   1. Do not change or relocate existing benchmarks or control points without prior written approval of Construction Manager. Report lost or destroyed permanent benchmarks or control points to Construction Manager before proceeding.
   2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
   2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
   3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, submit in triplicate, a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

END OF SECTION 01 72 00

SECTION 01 72 50 - WORK LAYOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 LAYOUT

A. Each Contractor shall be responsible for the layout of his work and the coordination of his work with other trades.

B. Verify all grades, lines, levels and dimensions as shown on Drawings and report any errors or inconsistencies to the Construction Manager before commencing work.

C. Dimensions shall not be scaled from the Drawings.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 72 50

SECTION 01 73 10 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including amended General Conditions and other Division-1 Specification Sections, apply to work of this Section.

1.02 CUTTING AND PATCHING

A. Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
   1. "Cutting and patching" is performed for the coordination of the Work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
   2. Cutting performed during the manufacture of products, or during the initial fabrication, erection or installation process is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations is also not considered to be "cutting and patching".
   3. "Demolition" and "Selective Demolition" are recognized as related - but - separate categories of work, which may or may not require cutting and patching as defined in this Section; refer to "Demolition" and "Selective Demolition" Sections of Division 2.

B. Refer to other Sections of these Specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
   1. Unless otherwise specified, requirements of this Section apply to mechanical and electrical work. Refer to Division-21 fire suppression, Division-22 plumbing, Division-23 heating, ventilating, air conditioning, Division-26 electrical, Division 27 communications, and Division-28 electronic safety/security for additional requirements and limitations on cutting and patching of mechanical and electrical work.

1.03 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

B. Before cutting and patching the following categories of work, obtain the Architect/Engineer's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching:
   1. Structural steel.

2. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.
3. Structural concrete.
4. Foundation construction.
5. Timber and primary wood framing.
6. Bearing and retaining walls.
7. Structural decking.
8. Piping, ductwork, vessels and equipment.
9. Structural systems of special construction, as specified by Division-13 Sections.

C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

D. Before cutting and patching the following elements of work, and similar work elements here directed, obtain the Architect/Engineer's approval to proceed with cutting and patching as proposed in the proposal for cutting and patching.

E. Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect/Engineer's opinion result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect/Engineer to be cut and patched in a visually unsatisfactory manner.

1.04 SUBMITTALS

A. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:
1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational and visual changes as well as other significant elements.
2. List products to be used and firms that will perform work.
3. Give dates when work is expected to be performed.
4. List utilities that will be disturbed or otherwise affected by work, including those that will be relocated and those that will be out of service temporarily. Indicate how long utility service will be disrupted.
5. Where cutting and patching of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.

6. Approval by the Architect/Engineer to proceed with cutting and patching of work does not waive the Architect/Engineer's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Except as otherwise indicated, or as directed by Architect/Engineer, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

PART 3 - EXECUTION

3.01 INSPECTION

A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

3.02 PREPARATION

A. Temporary Support: To prevent failure, provide temporary support of work to be cut.

B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the Project that may be exposed during cutting and patching operations.
   1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

C. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.03 PERFORMANCES

A. General: Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Architect/Engineer, proceed with cutting and patching at the earliest feasible time and complete work without delay.

B. Cutting: Cut the work using methods that are least likely to damage Work to be retained or adjoining Work. Where possible, review proposed procedures with the original installer; comply with original installer's recommendations.

1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to ensure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
2. Comply with requirements of applicable Section of Division 2 where cutting and patching is required in excavating and backfilling.
3. Bypass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated, or abandoned. Cut-off conduit and piping in wall or partitions to be removed. After bypass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

C. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
3. Where removal of walls or partitions extends from one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface or uniform color and appearance. If necessary, to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
    a. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch after patched area has received prime and base coat.

D. Plaster installation: Comply with manufacturer's instructions and install thickness and coats as indicated.

1. Unless otherwise indicated, provide 3-coat work.
2. Finish gypsum plaster with smooth-troweled finish.
3. Cut, patch, point up and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections.

3.04 CLEANING

A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely paint, mortar, oils, putty, items of similar nature.

Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 10

SECTION 01 77 00 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

B. Refer to the amended General Conditions of the Contract for Substantial Completion and final payment.

C. Specification Section 01 33 00 Submittal Procedures.

1.02 SUMMARY

A. Closeout is one of the most important aspects of the project. Preparation for Closeout starts from the beginning of the project and includes all the activities for final acceptance, final payment, normal termination of contract, occupancy by Owner, and similar actions evidencing completion of the Work. Specific requirements for individual units of Work are specified in the contract documents. Time of closeout is directly related to "Substantial Completion."

B. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
   1. Prerequisites to substantial completion
   2. Prerequisites to final payment
   3. Punch list
   4. Correction of Work period
   5. Project record documents
   6. Certification of code compliance
   7. Operation and maintenance manuals
   8. Instructions for the Owner's personnel

C. All closeout documentation shall be submitted electronically via The Skillman Way On-Line Collaboration System. Each electronic submittal transmittal shall include the following information:
   1. Date submitted.
   2. Project title and number.
   3. Contractor's name and address.
   4. Identification by Specification Section and quantity submitted for each submittal including name of subcontractors, manufacturer, or supplier.
   5. Notification of deviations from the Contract Documents for each submittal.

1.03 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. General: Prior to requesting Architect/Engineer inspection for certification o Substantial Completion (for either entire Work or portions thereof), complete the following and list known exceptions in request:

1. In the Application for Payment that coincides with, or first follows the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete.
    a. Include supporting documentation for completion as indicated in those Contract Documents and a statement showing an accounting for changes to the Contract sum.
    b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, maintenance, operating instructions, and similar final record information.
6. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner. Complete receipt for extra stock form, at the end of this Section.
7. Make final changeover of locks and transmit keys to Owner and advise Owner's personnel of changeover in security provisions.
8. Complete start-up testing of systems and instructions of Owner's operating/maintenance personnel. Discontinue and remove from project site temporary facilities and services, along with construction tools, mock-ups, and similar elements.
9. Complete final cleaning-up requirements. Refer to Section 01 71 50 – Final Cleaning.
10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat inspection when requested and assured that the work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 PREREQUISITES TO FINAL PAYMENT

A. General: Prior to requesting Architect/Engineer final inspection for certification of final payment, complete the following:
   1. Submit final payment request, with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and complete operations where required.
   2. Submit copy of Architect/Engineer final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.
   3. Submit record drawings, maintenance manuals, and similar final record information.
   4. Certification of code compliance for Mechanical, Plumbing and Electrical work.
   5. Submit certification stating that no materials containing asbestos were incorporated into the work.
   6. Plumbing Contractor shall submit certification stating that no flux or solder used for drinking water piping contained more than 0.2 percent lead, and that no pipe or fittings used for drinking water piping contained more than 8.0 percent lead.
   7. Firestopping Contractor's letter of certification stating that all Firestopping systems have been installed in accordance with the Contract Documents.
   8. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion of when the Owner took possession of and assumed responsibility for corresponding elements of the work.
   9. Submit consent of surety to final payment.
   10. Submit evidence of final, continuing coverage complying with insurance requirements.
   11. Submit a final liquidated damages settlement statement, if applicable. Final unconditional waiver of liens, prepared on AIA Documents G706, G706A, and Consent of Surety G707.

B. Re-inspection Procedure: The Architect will re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
   1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the work is incomplete, the Architect will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PUNCH LIST

A. Prior to the Architect's preparation of a Project Punch List, Construction Manager shall prepare a Work Completion List for use by Contractors and Subcontractors and Architect to facilitate completion of the Work.

B. The Construction Manager's inspection shall be as thorough as possible, in accordance with his desire to provide first-class workmanship.

C. After receipt of the Construction Manager's Work Completion List, the Contractors shall bring their work to 100% completion or list those items they cannot complete to 100% with the reasons why and inform the Construction Manager and the Architect they are ready for final inspection.

D. Architect shall observe the Work and prepare the Project Punch List for use by the Construction Manager, Contractors, and their subcontractors to expedite proper completion of the Work.

E. Contractors will designate one or more individuals as required to complete the listed items within the specified time limits herein. This individual will be specifically assigned to the completion and correction of punch list items and have no other assignments. This individual will report to the Construction Managers designated Punch List Supervisor on a daily basis to report progress and removal of punch list items.

F. The time fixed by the Architect and Construction Manager for the completion of all items referenced on the Certificate of Substantial Completion shall not be greater than 21 days. The Contractor shall complete items on the list within such 21-day period. The Contractor shall begin completion and correction activities within 7 days of receipt of the lists and complete all activities within the 21-day period specified. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work for a Contractor is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense.

G. At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items

within 21 days. The Architect will conduct additional inspections as required to determine that the Work is ready for Substantial Completion Inspection.

H. The Architect will invoice the Owner for (1) the cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, (2) The cost of inspection or review after the 21-Day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such costs, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents.

I. Contractors will continue to attend progress meetings with the Owner, Architect and Construction Manager until they are 100% complete with their contract.

J. Contractors failing to actively participate in the correction of the punch list delaying the close out of the project beyond the 21-day period will also reimburse the Owner for additional time of the Construction Manager required to facilitate the closeout of the Project.

3.02 CORRECTION OF WORK PERIOD (WARRANTY)

A. Prior to the expiration of the one-year correction of work period (warranty), the Architect and Construction Manager will check to see if additional Work by the Contractor(s) is needed to make good on the warranties. An itemized list will be furnished to the Contractor for corrective or replacement work.

B. This Work shall be completed immediately by the Contractor(s) after receiving notification.

3.03 PROJECT RECORD DOCUMENTS

A. Project Record Documents include drawings, project manual, product data, and samples. The Construction Manager may designate that Project Record Drawing be maintained on an electronic media such as AutoDesk.

B. Each Prime Contractor shall update “Project Record Drawings” on separate blue or black line prints set-aside especially for this purpose on the job. Drawings shall incorporate changes made in the Work of the respective trades during the construction period. Such changes shall be indicated at the time they occur.
   1. Accurately record information in an understandable drawing technique.
   2. Record data as soon as possible after obtaining it. Record and check markup prior to enclosing concealed installations.

C. The Construction Manager shall maintain at the jobsite one copy of Drawings, Project Manual, addenda, final shop drawings, change orders, field orders, other contract modifications, and other documents submitted by the Contractor, in compliance with various Sections of the Project Manual.

D. Project Record Drawings shall be clearly marked "Project Record Document", maintained in good condition; available for observation by the Architect; and shall not be used for construction purposes. Mark these drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:

1. Dimensional changes to the Drawings.
2. Significant detail not shown in the original Contract Documents including Change Orders or Construction Change Directives.
3. The location of underground utilities and appurtenances dimensionally referenced to permanent surface improvements.
4. The location of internal utilities and appurtenances concealed in building structures, referenced to visible and accessible features of the structures.
5. When elements are placed exactly as shown on Drawings, so indicate; otherwise show changed location.
6. Revisions to details shown on the Drawings.
7. Depths of foundations below the first floor.
8. Revisions to routing of piping and conduits.
9. Revisions to electrical circuiting.
10. Actual equipment locations.
11. Duct size and routing.
12. Changes made following the Architect's written orders.
13. Details not on original Contract Drawings.
14. Charts and locations of concealed work.
    a. The plumbing and HVAC Contractors shall prepare a suitable chart identifying and locating each concealed control or other concealed item requiring repair, adjustment, and maintenance. Charts shall be mounted in suitable frames with glass covers secured to wall where directed.
    b. Charts shall list each item, together with its function, item number, and location.
    c. Locations throughout the building shall be identified on the wall or ceiling by permanent non-obstructive plates, labels, or other approved means secured in a permanent manner.
    d. Chart details, identification methods, locations, and methods of attachment shall be as approved by the Architect's representative at the jobsite upon full submission of proposed procedures and proper execution of same.

E. Keep project record documents current. Do not permanently conceal work until the required information has been recorded. Mark record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where shop drawings are marked, show cross reference on Contract Drawings location.

1. Mark record sets with red, or color that may be photocopied, erasable colored pencil. Use other colors (no blue) to distinguish between changes for different categories of the work at the same location.

2. Note Construction Change Directive numbers, alternate numbers, change order numbers, and similar identification.

F. During the construction period, maintain one copy of the Project Manual, including addenda and modifications issued, for Project Record Documents purposes.
   1. Mark the Specifications to indicate the actual installation where the Installation varies from that indicated in Specifications and modifications issued. Note related project record drawings information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.

G. Record Sample Submittal: Immediately prior to date of Substantial Completion, meet with the Architect and Owner's personnel at the site to determine which of the samples maintained during the construction period shall be transmitted to the Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to the Owner's samples storage space. Dispose of other samples in a manner specified for disposing samples and waste materials.

H. Monthly record on the Construction Manager's "Project Record Documents" changes made to the contract documents.
   1. Title sheets shall be labeled "Project Record," dated, and signed by the Contractor(s).
   2. The Construction Manager's record drawings will be submitted to the Owner.

I. Prior to final completion the Contractors for Mechanical, Plumbing, Fire Protection and Electrical Work shall update their working drawings with changes made in his Work. Contractors will submit record drawings as agreed upon with the Owner, Architect, and Construction Manager, and/or as required elsewhere in the Contract Documents.
   1. Each drawing shall be labeled "Project-Record," dated and signed by the Contractor.

3.04 CERTIFICATION OF CODE COMPLIANCE

A. Prior to final payment the Contractors indicated below shall submit through the Construction Manager to the Architect (in duplicate) letters of certification of code compliance as follows:
   1. The Contractor(s) for Mechanical and Plumbing Work shall submit letter certifying mechanical installations comply with UMC current applicable editions.
   2. The Contractor(s) for Electrical Work shall submit letters certifying that electrical wiring complies with NEC current applicable editions.
   3. The Contractor(s) for Electrical Work shall submit letters certifying that alarm systems, smoke and heat detection systems comply with Chapter 31

(Regulations No. 7) of UBC, current applicable edition, as supplemented by NFPA Standards 72A, B, C, D, and E.

3.05 MAINTENANCE AND OPERATING INFORMATION

A. The Contractors shall submit through The Skillman On-Line Collaboration System Maintenance and Operating Information presenting complete directions and recommendations for the proper care and maintenance of visible surfaces as well as maintenance and operating instructions for equipment items which he has provided.
   1. If the project is being constructed in Phases, Maintenance and Operating Information shall be submitted for each Phase of Work.
   2. Operations and Maintenance information will be submitted as part of the submittal process in accordance with requirements of the submittal process.

B. Operating instructions shall include necessary printed directions for correct operations, adjustment, servicing, and maintenance of movable parts. Also included shall be suitable parts lists, diagrams showing parts location and assembly, information specified in individual Specification Sections and the following:
   1. Emergency Instructions.
   2. Wiring diagrams.
   3. Recommended maintenance procedures and turn around times. Mechanical contractors will submit a comprehensive periodic maintenance, filters, belts and consumables matrix for all major Mechanical components. Matrix should depict equipment, recommended service intervals, filters, belts or other consumable products required in the periodic maintenance. Matrix should include quantity and part numbers of filters, belts and other consumables required for each piece of equipment and for each periodic maintenance time period.
   4. Inspection and system test procedures.
   5. Precautions against improper maintenance and exposure.

C. For each titled item or work portion the contractor submits, the O &M information shall include:

   1. The names, addresses, and phone number of the following parties
      a. Contractor/Installer
      b. Manufacturer
      c. Nearest dealer/supplier
      d. Nearest agency capable of supplying parts and service

   2. Label each item with the following information:
      a. Project name and address
      b. Specification Section and Title
      c. Name of specific component or item
      d. Owner’s name
      e. Name and address of Architect

f. Name and address of Construction Manager
g. Name and address of Contractor
h. Date of submission

3.06 WARRANTY, GUARANTEES, CERTIFICATIONS, RECIEPTS AND VERIFICATIONS

A. Prior to Substantial Completion the contractors shall submit the following:
1. All warranties for the contractor's scope of work, including 1-year comprehensive parts and labor, special and long-term manufacturers warranties or guarantees as provided for in the project specifications.
2. Certificates of Code Compliance for Plumbing, Mechanical, Electrical and Fire Protection Systems
3. Firestopping Sealant Certifications
4. Receipts for Extra Stock
5. Verification of Owner Training.
6. Certificate of Occupancy (if applicable). Some jurisdictions such as City of Indianapolis do not issue Certificates of Occupancy.
7. Other information as required by the Owner, Architect or Construction Manager

3.07 INSTRUCTIONS FOR THE OWNER'S PERSONNEL

A. Arrange for each Installer of equipment that requires regular maintenance and noted in technical sections, to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if Installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
1. Maintenance manuals
2. Record documents
3. Spare parts and materials
4. Tools
5. Lubricants
6. Fuels
7. Identification systems
8. Control sequences
9. Hazards
10. Cleaning
11. Warranties and bonds
12. Maintenance agreements and similar continuing commitments

B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Startup
2. Shutdown
3. Emergency operations
4. Noise and vibration adjustments
5. Safety procedures

6. Economy and efficiency adjustments
7. Effective energy utilization

C. Complete Verification of Owner Training form, at the end of this Section.

END OF SECTION 01 77 00

RECEIPT FOR EXTRA STOCK

Linton-Stockton Jr. Sr. High School Additions & Renovations

TSC NO. 224720

The extra stock items, tools, spare parts, etc., listed below have been delivered to the Owner as required by the Technical Specifications and Section 01 77 00 – Contract Closeout:

QUANTITY	SPEC SECTION NO. AND TITLE	ITEM / DESCRIPTION	RECEIVED BY:	DATE OF DELIVERY

OWNER:	Linton-Stockton School Corporation	**CONTRACTOR:**	
ACKNOWLEDGEMENT BY: **(The Owner hereby acknowledges receipt of all items listed above.)**			
DATE			

Original: Warranty Manual – Owner
Copy: Warranty Manual – TSC
Copy: Contractor Closeout Packet



OWNER TRAINING REQUIREMENTS

Linton-Stockton Jr. Sr. High School Additions & Renovations
TSC 224720

On the date shown below, the Contractor demonstrated to the Owner the proper operation and function of the system(s) listed below for the above Project. The proper operation, maintenance, etc., of these system(s) was demonstrated fully with the assistance of the manufacturer's representative at that time and as required by the Technical Specifications, and Section 01770- Contract Closeout.

SPEC SECTION NUMBER	SECTION NAME	TRAINING REQUIREMENT	TRAINING PERFORMED BY	DATE OF TRAINING
116600	Athletic Equipment	Engage a factory authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain gymnasium equipment.		
142400	Hydraulic Elevators	Instruct Owner's personnel in proper use, operations, and daily maintenance of elevators. Review emergency provisions and procedures to be followed at time of operational failure and building emergencies.		
142400	Hydraulic Elevators	Check operation of elevator with Owner's personnel present not more than one month before end of warranty period. Confirm that operation systems and devices are functioning properly.		



Linton-Stockton Jr. Sr. High School
Additions & Renovations
TSC 224720

OWNER TRAINING SIGN IN SHEET

SPEC SECTION NUMBER	SECTION NAME	TRAINING REQUIREMENT	TRAINING PERFORMED BY	DATE OF TRAINING

PARTIES PRESENT: *use additional sheet as required*

NAME	REPRESENTING

OWNER:	Linton-Stockton School Corporation	**CONTRACTOR:**	
ACKNOWLEDGEMENT BY: **(The Owner hereby acknowledges receipt of all items listed above.)**			
DATE			

Original: Owner
Copy: Closeout Submittal Log