

# BID PACKAGE

## SPENCER OWEN SCHOOL DISTRICT OWEN VALLEY MIDDLE SCHOOL ADDITION AND INTERIOR RENOVATIONS

SPENCER, INDIANA



Prepared by:



THREE I DESIGN ENGINEERING + ARCHITECTURE

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OCTOBER 19, 2023



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### SECTION NO. SECTION TITLE

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# SECTION 001113

## ADVERTISEMENT FOR BIDS

Sealed bids will be received by Spencer-Owen Community Schools (herein referred to as the "School Corporation") at the Superintendent's Office, located at 205 East Hillside Ave, Spencer, Indiana 47460, until 1 PM EDT, local time, Tuesday, December 5, 2023, for **Owen Valley Middle School Addition and Interior Renovations** project. The Work shall be Bid as one Unified Prime Contract. Bids will be publicly opened and read aloud in the Superintendent's Office boardroom at the above time and place. Bids received later than such date and time, as determined, is the sole and complete discretion of the School Corporation and will be returned unopened.

Complete and detailed Drawings and Specifications for this work, including, but not limited to, the Instructions to Bidders, General Conditions, and General Requirements are on file and may be **examined** at the following places:

McGraw-Hill Construction Dodge  
8900 Keystone Crossing, Suite 540,  
Indianapolis, Indiana 46240  
Phone: (317) 817-9110 / Fax: (317) 571-8201

ConstructConnect  
3825 Edwards Road, Suite 800  
Cincinnati, OH 45209  
Phone: 800-364-2059  
<https://www.constructconnect.com>

BX Indiana / Construction League  
1200 South Madison Avenue  
Indianapolis, Indiana 46225  
Phone: (317) 423-7080 / Fax: (317) 423-7094

By appointment only:  
Administration Office  
205 E. Hillside Ave.  
Spencer, Indiana 47460

Copies of "hard copies" of the Plans and Specifications may be obtained by contacting **Repro Graphix, 14 N.W. 6<sup>th</sup> Street, Evansville, Indiana 47708, (812) 422-2400**, upon depositing the sum of **two hundred dollars (\$200.00)** for each set. Digital files will be made available for purchase for a non-refundable amount as listed on the e-planroom. If paying by check, please make checks payable to Repro Graphix, Inc. The deposit will be refunded in full to the prime contract bidder when the "hard copies" of the Plans and Specifications have been returned to Repro Graphix within ten (10) days after the time set for receiving bids, in good re-usable condition. If the "hard copies" of the Plans and Specifications are returned after this ten (10) day limit, or in an unusable condition, the deposit shall be forfeited to cover the cost of reproduction. All mailing costs shall be paid

by the bidder.

The successful bidder shall, upon acceptance of its bid, be required to procure and pay for a Contractor's Bond for Construction (Form 86A or AIA Form A312) in an amount equal to its contract price. Such bonds shall comply with all laws of the State of Indiana governing public contracts let by governmental units. Bids should be enclosed in a sealed envelope, addressed to the School Corporation, with the name and place of business of the bidder and the project name to which the bid relates on the envelope, all as more particularly set forth in the Instructions to Bidders. Bids submitted by mail should be addressed to Mr. Andy Cline, Superintendent, Spencer-Owen Community Schools, 205 East Hillside Street, Spencer, Indiana 47460. No Bids received by fax or email will be accepted. No bids received by fax or email will be accepted. If a bid is mailed, the post office becomes the agent of the bidder and not that of the School Corporation.

Bids should be made on the form included in the Project Manual which is based on the Indiana State Board of Accounts Form 96 (Revised 2013), and shall be accompanied by an acceptable certified check, cashier's check, or bid bond, executed by the bidder and an acceptable surety company, payable to the order of the School Corporation, in an amount not less than five percent (5%) of the total bid.

In the event any bidder withdraws its bid or fails to execute a satisfactory contract or contracts and furnish a satisfactory performance bond or bonds within ten (10) days after a contract or contracts has been awarded to such bidder by the School Corporation, the School Corporation may declare its certified check or cashier's check or bid bond forfeited to the School Corporation as liquidated damages.

The School Corporation shall have the right to accept any bid within sixty (60) days after the time of opening of the bids, during which time no bids shall be withdrawn; at any time to reject any and all bids for any reason at all; and to waive all formalities or irregularities in the bidding.

Contractors will be required to complete their work within a certain specified period as provided in Section 01 32 00 Progress Schedule of the specifications.

**A Pre-bid meeting will be conducted at Owen Valley Middle School located at 626 IN-46 Spencer, Indiana on Wednesday, November 15, 2023, at 4 PM EDT (local time).**

Dated: October 19, 2023

**SPENCER-OWEN COMMUNITY SCHOOLS**

By: School Board of School Trustees

**END OF SECTION**



# SECTION 00 21 00

## INSTRUCTIONS TO BIDDERS

### 1 General Instructions

#### 1.1 Pre-Qualification Requirement with the Indiana Department of Public Works

- A. As a result of House Bill 1019 (2015) and Senate Bill 375 (2016), effective January 1, 2017, Contractors bidding public works projects must be pre-qualified with the State Department of Public Works before beginning construction on projects. Contractors bidding this project must be pre-qualified at a minimum under the following: **1542.00A** Institutional Buildings (Hospitals, Schools, Prisons) in excess of \$1,000,000. Please refer to each above listed Sections for additional information. Information regarding the process for pre-qualification can be found at the following link:  
[https://www.in.gov/idoa/files/CONTRACTOR\\_APPLICATION\\_w-attachAandB-Nov-2015.pdf](https://www.in.gov/idoa/files/CONTRACTOR_APPLICATION_w-attachAandB-Nov-2015.pdf)

#### 1.2 Bids

Sealed bids for **Owen Valley Middle School Addition and Interior Renovations**, located at 626 IN-46 Spencer, Indiana, will be received by the Spencer-Owen Community Schools (herein referred to as the "School Corporation") at the time and place mentioned in the published legal Advertisement for Bids, at which time and place all bids will be opened and publicly read aloud. Bids received after the designated time will be returned unopened.

##### Drawings And Specifications

- A. The work on this project shall be performed in accordance with the Drawings and Specifications as well as all other Contract Documents prepared by Three-I Design, 2425 West Indiana Street, Evansville, IN 47712.
- B. Drawings and Specifications for said projects are on file and may be examined at the following locations:

McGraw-Hill Construction Dodge  
8900 Keystone Crossing, Suite 540,  
Indianapolis, Indiana 46240  
Phone: (317) 817-9110 / Fax: (317) 571-8201

Construct Connect  
3825 Edwards Road, Suite 800  
Cincinnati, OH 45209  
Phone: 800-364-2059  
<https://www.constructconnect.com>

BX Indiana / Construction League  
1200 South Madison Avenue  
Indianapolis, Indiana 46225  
Phone: (317) 423-7080 / Fax: (317) 423-7094

By Appointment only:  
Administration Office  
205 E. Hillside Ave.  
Spencer, Indiana 47460

- C. Physical and digital sets of the Drawings and Specifications may be obtained from Repro Graphix, 14 N.W. 6<sup>th</sup> Street, Evansville, IN 47708, Phone: (812) 422-2400 and the e-Plan room ([www.reprographix.com](http://www.reprographix.com)).

### **1.3 Contract Document Interpretation**

- A. Bidders requesting Drawing or Specification interpretation from the Architect during the bidding period should contact the following no later than 10 calendar days prior to the date of receipt of Bids: Three-I Design; Gordon Klaus, Project Architect, 812-423-6800, Email: [gklaus@threeidesign.com](mailto:gklaus@threeidesign.com).

### **1.4 Preparation And Submission Of Bids**

- A. Bids shall be submitted on form included in the Project Manual which is based on the Indiana State Board of Accounts Form 96 (Revised 2013), prescribed by the Indiana State Board of Accounts (Bid Form).

1. Indication of Amounts:

- a. Each bid shall have the amount written with ink or type-written in words and figures. Should there be any discrepancies between the words and figures indicating any amount in the bid, the amount written in words shall be taken as the correct amount.
- b. Any bid may be rejected if it contains any alterations or erasures.

2. Requirements for Signing Bids:

- a. Any bid not signed by the individual making same shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
- b. A bid signed for a partnership shall be signed by one of 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.
- c. Bids which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officer of the corporation and secretary or an assistant secretary manually written below the corporate name following the word "by \_\_\_\_\_", and shall have affixed the corporate seal.

3. Bond:
    - a. Each bid shall be accompanied by an acceptable certified check, cashier's check, or bid bond as provided in Acts 1969, Chapter 483, payable to the order of the School Corporation in an amount not less than five percent (5 percent) of the total bid.
    - b. In the event any bidder withdraws his bid or fails to execute a satisfactory contract or contracts and furnish a satisfactory performance bond or bonds within ten (10) days after a contract or contracts has been awarded to such a bidder by the School Corporation, said School Corporation may declare his certified check, cashier's check, or bid bond forfeited to said School Corporation as liquidated damages.
  4. Financial Statement:
    - a. Each bid shall be accompanied by a Financial Statement.
  5. Non-Collusion Affidavit:
    - a. Each bidder shall furnish with his bid an affidavit that such bidder has not directly or indirectly entered into a combination, undertaking, collusion, or agreement with any other bidder or prospective bidder, or with any officer or members of the School Corporation which tends to or does lessen or destroy free competition in the letting of contracts sought for by these Instructions to Bidders.
  6. Each bid shall be enclosed in a sealed opaque envelope, properly marked with the name and place of business of the bidder, and the Project name for which the bid is submitted.
- B. Before submitting a proposal, each Bidder shall examine and follow the requirements of all Contract Documents, together with all addenda, pertaining to the Work. Each Bidder shall also visit the site and any existing building or structures to verify conditions under which Work will be performed. Submission of bid will be considered presumptive evidence that the Bidder has made due allowances in his bid for all contingencies and has visited the site and is acquainted with: all existing conditions, the local facilities, potential or known difficulties, the requirements of the Contract Documents and of pertinent State or Local Codes, and the present state of labor and material markets. The Bidder will not be entitled to additional compensation for any difficulties which the Bidder could have discovered or reasonably anticipated prior to bidding.
- C. Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be performed, and the Contractor must employ, so far as possible, such methods and means in carrying out the Work as will not cause any interruption or interference with any other Contractors, Subcontractors, or Sub-subcontractors.

- D. If any person or entity contemplating submitting a bid for the proposed Work is in doubt as to the true meaning of any part of the plans, specifications, or other Contract Documents, the individual or entity must submit to the Architect a written statement for an interpretation thereof. The person or entity submitting the request shall be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made by Addendum duly issued by the Architect. No information furnished to a Bidder shall be binding on the Architect or Owner unless confirmed by an Addendum. A copy of any such Addendum shall be emailed, mailed or delivered (via hand delivery or facsimile transmission to a number or email address provided by the prospective bidder or other method which would reasonably provide for the prospective bidders timely receipt of the Addendum) to each known person receiving a set of such Contract Documents, and to other prospective bidders that have requested to be furnished with a copy of such Addendum. Should Bidder's investigation of local codes or rules reveal stipulations contrary to requirements of these specifications, or should the Bidder be in doubt as to the intent of meaning of the documents, the Bidder shall so advise the Architect, in writing, without delay. This clause is intended to insure that each Bidder give notice of any violation, conflicts, discrepancies, or ambiguities in ample time for the Architect to issue clarifications or corrections by means of a duly issued addendum.
- E. Each Bidder shall include in his bid all costs of labor, materials, equipment, delivery, allowances, fees, permits (except as otherwise specified), applicable taxes, insurance, and contingencies with overhead and profit necessary to produce a complete building, structure, or project, or to complete those portions of the Work covered by the bid proposal made without further cost to the Owner.

## **1.5 Award Of Contract**

- A. When Award is Effectual: The contract shall be deemed to have been awarded when notice of award shall have been duly served upon the awardee (i.e., the bidder or bidders to whom the School Corporation contemplates awarding the contract or contracts) by some officer or agent of the School Corporation duly authorized to give such notice.
- B. Withdrawal of Bids:
1. Any bidder may withdraw his bid at any time prior to the scheduled time for receipt and opening of bids.
  2. No bid shall be withdrawn after the opening of bids without the consent of the School Corporation for a period of thirty (30) days after said opening.

## **1.6 Rejection Of Bids**

- A. The School Corporation reserves the right to reject any and all bids and to waive any formalities in the bidding.

## 1.7 Subcontractors And Materials

- A. A complete list of all proposed subcontractors, material suppliers, and material manufacturers for each and every item to be used to fulfill the contract requirements is to be submitted to the Architect for approval after receipt of construction bids from each low bidder so notified. Said list, upon approval, will be filed with the School Corporation and shall not be changed except by an approved Change Order.
- B. The Architect and Owner's Representative will receive the complete subcontractor and materials list proposed by the Contractor by email no later than 1:00 p.m. on the day following the bidding. Said list shall be confirmed in writing within forty-eight (48) hours thereafter. If low bidders do not comply with same, Architect and School Corporation will consider the bid incomplete and may take any action required to obtain a complete and responsible bid.

## 1.8 Question And Answer Period (Pre-Bid Meeting)

- A. **A question and answer period will be conducted at Owen Valley Middle School located at 626 IN-46 Spencer, Indiana on Wednesday, November 15, 2023 at 4 PM EDT (local time).**
- B. All bidders, prime contractors and subcontractors, are urged to attend for the purpose of clarifying the meaning and intent of the Drawings and Specifications.
- C. Minutes of the question and answer period and instructions and interpretations by the Architect and School Corporation will be distributed to all known bidders by email, mail or delivered (via hand delivery or facsimile transmission to a number provided by the prospective bidder or other method which would reasonably provide for the prospective bidders timely receipt of the minutes). Said minutes, instructions, and interpretations shall be a part of the Contract Documents and shall have the same force as if they were incorporated therein. Only written Addendum items shall be considered legally binding. Verbal interpretations, made as a courtesy, are not legally or contractually binding.

## 1.9 Site Visit

- A. A walk-thru of the Project areas will be held immediately following the question and answer period.
- B. In any case, prior to bidding, all Contractors bidding on this work shall be required to make a personal inspection of the existing site and area to verify the existing conditions, materials, and that the bidder has included all of the requirements in his bid proposal to properly complete the work.

## **1.10 Indiana State Gross Retail And Use Tax**

- A. This statement shall apply to all Contractors bidding any division of work in anticipation of a direct contract with the School Corporation.
  - 1. All bids shall be submitted without inclusion in the bid price for the amounts, if any, of Gross Retail and Use Tax as set forth in Indiana Code Title 6 (Taxation) Article 2.5 (State Gross Retail and Use Taxes), and due the State of Indiana for services performed or material furnished in connection with the work contemplated by the Bidding. This provision shall apply both to transactions between the School Corporation and the Contractor and to transactions between the Contractor and any subcontractor or supplier furnishing service or material to the Contractor. However, any tax on rented equipment and on material not incorporated in the work shall be paid by the Contractor if assessed by the State of Indiana and shall not be paid by the School Corporation.
  - 2. The School Corporation shall pay the amount of such tax, if any, with the exceptions noted in Paragraph 1 above, in addition to the contract price. Such amounts of tax shall be separately itemized in all statements. The School Corporation shall have the right to contest the tax with the State of Indiana. The Contractor shall provide any exemption certificates permitted or required by such statute.

## **1.11 Material Or Equipment Substitutions**

- A. Contractors requesting the approval of proposed materials or equipment, other than those listed in the Specifications, must submit their request in writing with supporting technical data to the Architect not later than ten (10) working days prior to bidding.
- B. The Architect will consider substitution requests received from Bidders only. Substitution requests received from an entity (sub-bidder, vendor, supplier, manufacturer) other than the Bidder will not be considered. Substitution requests shall be submitted on the form provided in the Project Manual.
- C. Specific materials or products have been specified by the Architect to describe the effect or standard of quality desired. Wherever possible, and without prejudice to price, quality, or other considerations, local sources of labor, materials, and services shall be given preference. Generally, where the words "or equal" appear, a product of another manufacturer will be acceptable, but only if approved in writing by the Architect prior to bidding in accordance with the provisions stated in the Contract Documents and these Instructions to Bidders.

- D. Any request for approval of a material or item of equipment as an equal substitution to that specified in the Contract Documents shall be accompanied by data adequate to establish such equality and include a list of several situations wherein the substituted material has been successfully used. The Contractor's request shall also furnish all warranties or guarantees as to the quality of the substituted items. Any item submitted as a substitute shall comply in all respects with the specifications and/or catalog descriptions of manufacturers of items or materials specified by name or catalog number. The Architect's decision as to equality or relative merit of a substitution shall be final.
- E. As directed in these Bidding Instructions and prior to signing the Agreement between Owner and Contractor, the successful Bidder shall present a complete list of all materials, manufacturers and Subcontractors he proposes to use to the Architect for the Architect's or Owner's Representative's approval.
- F. Voluntary Alternates: The Owner encourages the receipt of reasonable and valid voluntary alternates as a part of the bidding process. However, if a Bidder desires to propose a voluntary alternate, the Bidder must give prior written notice of the Bidder's intent to submit a voluntary alternate a minimum of 10 days prior to the date of receipt of Bids. Each proposed voluntary alternate will be evaluated as to its merits by the Architect and a recommendation will then be made to the Owner. The Owner will make the final decision as to acceptance or rejection of the voluntary alternate. The Owner may or may not read the voluntary alternates aloud at the bid opening and voluntary alternates shall not be used to determine contractor selected.

## **1.12 Reference Standards**

- A. Reference to Standards: Where materials or devices are identified or requested in the Contract Documents by reference to Government, Manufacturer's Association or Professional Society Standards, the pertinent sections of the latest edition of such standards shall have the same force and effect as if set forth in full in the Contract Documents.

## **1.13 Non-Discrimination**

- A. Each Contractor, Subcontractor, and Sub-subcontractor is prohibited from discrimination in hiring or on any matter of employment. Submission of a bid on this Project is implied acceptance of the non-discrimination terms provided in the A201 General Conditions of the Contract for Construction (2017 Edition) and any supplements thereto.

## **1.14 Method Of Bidding**

- A. Each Contractor bidding on this work shall also include and incorporate within said bid all of the requirements and instructions set forth in the INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, and GENERAL REQUIREMENTS, and further including all addenda to the bidding documents that are published prior to the hour on the date set forth for submitting bids.

B. Each bidder shall submit an amount for a unified bid.

**END OF SECTION**



# SUBSTITUTION REQUEST

(During the Bidding/Negotiating Phase)



PROJECT: \_\_\_\_\_ SUBSTITUTION REQUEST NUMBER: \_\_\_\_\_  
 \_\_\_\_\_ FROM: \_\_\_\_\_  
 TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
 \_\_\_\_\_ A/E PROJECT NUMBER: \_\_\_\_\_  
 RE: \_\_\_\_\_ CONTRACT FOR: \_\_\_\_\_

SPECIFICATION TITLE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_  
 SECTION: \_\_\_\_\_ PAGE: \_\_\_\_\_ ARTICLE/PARAGRAPH: \_\_\_\_\_

PROPOSED SUBSTITUTION: \_\_\_\_\_  
 MANUFACTURER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 TRADE NAME: \_\_\_\_\_ MODEL NO.: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

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

SUBMITTED BY: \_\_\_\_\_  
 SIGNED BY: \_\_\_\_\_  
 FIRM: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_

**A/E's REVIEW AND RECOMMENDATION:**

- Approve Substitution—Make submittals in accordance with AIA A701 Instructions to Bidders, 3.3.2.
- Approve Substitution as noted—Make submittals in accordance with AIA A701 Instructions to Bidders, 3.3.2.
- Reject Substitution—Use specified materials.
- Substitution Request received too late—Use specified materials.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPPORTING DATA ATTACHED:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

# SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)



PROJECT: _____ _____ TO: _____ _____ RE: _____	SUBSTITUTION REQUEST NUMBER: _____ FROM: _____ DATE: _____ A/E PROJECT NUMBER: _____ CONTRACT FOR: _____
SPECIFICATION TITLE: _____ SECTION: _____ PAGE: _____	DESCRIPTION: _____ ARTICLE/PARAGRAPH: _____
PROPOSED SUBSTITUTION: _____ MANUFACTURER: _____ ADDRESS: _____ PHONE: _____ TRADE NAME: _____ MODEL NO.: _____ INSTALLER: _____ ADDRESS: _____ PHONE: _____ HISTORY: <input type="radio"/> New Product <input type="radio"/> 1-4 years old <input type="radio"/> 5-10 years old <input type="radio"/> More than 10 years old DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED PRODUCT: _____ _____ <input type="checkbox"/> Point-by-point comparative data attached — REQUIRED BY A/E	
REASON FOR NOT PROVIDING SPECIFIED ITEM: _____ _____	
SIMILAR INSTALLATION: PROJECT: _____ ARCHITECT: _____ ADDRESS: _____ OWNER: _____ DATE INSTALLED: _____ PROPOSED SUBSTITUTION AFFECTS OTHER PARTS OF WORK: <input type="radio"/> No <input type="radio"/> Yes; explain _____ _____	
SAVINGS TO OWNER FOR ACCEPTING SUBSTITUTION: PROPOSED SUBSTITUTION CHANGES CONTRACT TIME: <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> [Add] <input type="radio"/> [Deduct] _____ days.	
SUPPORTING DATA ATTACHED: <input type="checkbox"/> Drawings <input type="checkbox"/> Product Data <input type="checkbox"/> Samples <input type="checkbox"/> Tests <input type="checkbox"/> Reports <input type="checkbox"/> _____	

CONTINUE ON NEXT PAGE

# SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase—  
Continued)



The Undersigned certifies:

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

**SUBMITTED BY:** \_\_\_\_\_  
**SIGNED BY:** \_\_\_\_\_  
**FIRM:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_  
 **Attachments**

**A/E's REVIEW AND RECOMMENDATION:**

- Approve Substitution—Make submittals in accordance with AIA A701 Instructions to Bidders, 3.3.2.
- Approve Substitution as noted—Make submittals in accordance with AIA A701 Instructions to Bidders, 3.3.2.
- Reject Substitution—Use specified materials.
- Substitution Request received too late—Use specified materials.

**SIGNED BY:**

**DATE:**

**OWNER'S REVIEW AND ACTION:**

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

**SIGNED BY:**

**DATE:**

**ADDITIONAL COMMENTS:**       **Contractor**     **Subcontractor**     **Supplier**     **Manufacturer**     **A/E**



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**Bid Of**

---

(Contractor Name)

---

(Address)

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**For  
Public Works Projects Of  
Owen Valley Middle School Addition  
and Interior Renovations  
for  
Spencer-Owen School District  
Spencer, Indiana**

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Filed: \_\_\_\_\_ 2023

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Action Taken: \_\_\_\_\_

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# Document 004113 – Supplemental Bid Form

(To be completed for all bids)

(Please type or print)

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

1. Owner's Name: Spencer Owen School District
2. County: \_\_\_\_\_
3. Bidder: (Firm): \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State: \_\_\_\_\_
4. Telephone Number: \_\_\_\_\_
5. Facsimile Number: \_\_\_\_\_
6. Agent of Bidder:(If applicable) \_\_\_\_\_
7. Project Number: 22286A
8. Acknowledgment of Addenda: \_\_\_\_\_  
(Addenda Number(s))

The undersigned, having visited the Project site and having become familiar with conditions thereof and having examined and become fully cognizant of Drawings and Project Manual and all Addenda issued thereto, hereby agrees to furnish all labor, materials, equipment, fixtures and incidentals required for construction of the Project in conformance with the intent of the Construction Documents.

Pursuant to these requirements, the undersigned submits the following Base Bid and Alternate Bids, which include all applicable taxes, overhead and profit for All Work necessary to complete the construction work for the public works project, **Owen Valley Middle School Addition and Interior Renovations Project**, in accordance with plans and specifications prepared by Three-I Design, 2425 West Indiana Street, Evansville, IN 47712 and dated October 2023 for the sum of:

**UNIFIED BASE BID:** (Owen Valley Middle School Addition and Interior Renovations)

\_\_\_\_\_  
(Words)

\_\_\_\_\_  
(Numerals)

## ALTERNATE BIDS

Refer to Section 01 23 00 – Alternates and Drawing Sheet G2 for detailed descriptions of Alternates. Enter Alternate Number and Contract Number for each Alternate Bid. Indicate net addition to or deduction from the Base Bid on following page.

<b>Alt. No.</b>	<b>Amount (Words)</b>	<b>Amount (Numerals)</b>
1		
	Second Floor Teacher' Lounge / Workroom #203 and Unisex Restroom #203A	
2		
	Second Floor Remodel Work in Corridor #200, Large Group Meeting Room #204, Large Group Meeting Room #207, and Large Group Meeting Room #208	
3		
	Re-Skin Bookshelves from existing Media Center	
4		
	New Ceiling Tile and Grid in Lobby Corridor #COR 101, Corridor #COR 102, Teacher's Lounge / Workroom #203, Restroom #203A, Large Group Meeting Room #204, Large Group Meeting Room #207 and Large Group Instruction Room #208	
5		
	Second Floor Window Shades in Conference Room #202 and Teacher's Lounge / Workroom #203	
6		
	Electrical Feed for new AHU	
7		
	VAV Box Replacement	

If additional units of materials 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 Owner. If the bid is to be awarded on a unit basis, 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.

## **Certificate 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 products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## **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 induce 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 corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such contract.

## **Oath And Affirmation**

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Attest:

\_\_\_\_\_  
(Name of Organization)

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

\_\_\_\_\_  
President



## Time of Completion

By **initialing here**, \_\_\_\_\_ the Bidder acknowledges, accepts and will adhere to the Time of Completion requirements as set forth in Division 01 Section "Progress Schedule" 01 32 00.

## Acknowledgements

By **initialing here**, \_\_\_\_\_ the Bidder acknowledges the Public Bidding requirements of \_\_\_\_\_ AIA Document A201, Article 13.

By **initialing here**, \_\_\_\_\_ the Bidder acknowledges Allowances included in Base Bid as specified in Section 01 21 00.

## Supplemental Documents

- Form 96 – Contractor's Bid For Public Works (Current Revision) Indiana State Board of Accounts Form with Questionnaire.
- Bidder's Financial Statement
- Bid Security
- State Department of Public Works Qualification Certificate (Current Certificate)
- Major Subcontractors and Products List (Due within 48 hours of the time Bids are received)

### INDIVIDUAL/SOLE PROPRIETORS COMPLETE BELOW

\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

Individual  
Bidder: \_\_\_\_\_

Subscribed and sworn to before me by  
\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

My commission expires: \_\_\_\_\_

**FIRMS/PARTNERSHIPS COMPLETE BELOW**

\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

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

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

Subscribed and sworn to before me by  
\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

My commission expires: \_\_\_\_\_

**CORPORATIONS COMPLETE BELOW**

\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

Name of  
Corporation: \_\_\_\_\_

President: \_\_\_\_\_

(Seal)

Secretary: \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
\_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

My commission expires: \_\_\_\_\_

END OF DOCUMENT 004113

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**BID OF**

\_\_\_\_\_ (Contractor)

\_\_\_\_\_ (Address)

\_\_\_\_\_

**FOR  
PUBLIC WORKS PROJECTS  
OF**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Filed \_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION IV CONTRACTOR'S 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 corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

**SECTION V OATH AND AFFIRMATION**

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
*(Name of Organization)*

By \_\_\_\_\_

\_\_\_\_\_  
*(Title of Person Signing)*

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and \_\_\_\_\_  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Notary Public*

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

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

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

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

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

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 basis, 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 products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

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	Expected Completion Date	Name and Address of Owner

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

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

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## 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 work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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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.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require 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.

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

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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 would corroborate the prices listed.

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### 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.



SUBCONTRACTORS  
AND  
SUPPLIERS LIST

DESCRIPTION

The apparent low bidder and second low bidder for each Contract shall provide one (1) copy of this list in accordance with the Instructions to Bidders. Complete the blanks appropriated to the work on which you have bid.

The Owner and Architect shall choose the Subcontractor or Product's Manufacturer or Supplier for any item where the Bidder leaves a blank, lists more than one name, or lists "as specified" for the item in question.

After submission of this list by the Bidder and after approval by the Architect and Owner, it shall not be changed unless written approval of the change is authorized and is accompanied by a notarized release from the originally named Subcontractor or Product's Manufacturer or Supplier.

Name of Bidder: \_\_\_\_\_

The Subcontractors and Suppliers List (Document 000410) shall be submitted to the Architect no later than twenty-four (24) hours after the Receipt of Bids. The document shall be emailed to the office of the Architect and Owner's Representative.

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<u>DESCRIPTION</u>	<u>SUBCONTRACTOR</u> (Installer)	<u>PRODUCT</u> (Manufacturer or Supplier)
Concrete		
Demolition		
Earthwork Contractor		
Sod		
Structural Steel		
Hand Railings		
Suspended Ceilings		
Interior Wood Doors and Hardware		
Aluminum Doors and Storefront System		
Security Glazing		
Carpet Tile		
Rubber Stair Treads		

SUBCONTRACTORS  
AND  
SUPPLIERS LIST

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LVT Covering and Wall Base		
Window Shades		
Toilet Accessories		
Privacy Curtains		
Wall Mounted File Organizer		
CMU Walls and Brick		
Light Gage Metal Framing and Gypsum		
Casework-Counters		
Painting		
Electrical Contractor		
Electrical Panel Boards		
Electrical Devices Switches, Outlets		
Electrical Lighting Fixtures		
Fire Alarm and Devices		
Technology Contractor – Voice/Data		
Security Card Access Contractor		
HVAC Contractor		
Exhaust Fans		
Diffusers and Grills		
Ductwork		
Ductwork Insulation		
Test and Balance		
Fire Protection Contractor		
HVAC Controls		
Plumbing Contractor		
Plumbing Fixtures and Carriers		

SUBCONTRACTORS  
AND  
SUPPLIERS LIST

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Floor Drains		
Domestic and Bldg. Hot and Chilled Water Pipe Insulation		
Domestic and Bldg. Hot and Chilled Water Valves		
Cabinet Heaters		
Hot Water Control Valve		
VAVs		
AHU		
Chilled and Hot Water Piping		
Domestic Water Piping		
Chemical Treatment		

**END OF DOCUMENT 000410**



BID  
BOND  
(AIA A310-2010)

**PART 1 - GENERAL**

**BID SECURITY**

Each prospective bidder when required shall provide a Bid Bond as security along with each Bid Form submission. If combined bids are submitted, a Bid Bond for the largest bid submitted must be furnished.

A sample copy of the AIA Document A310-2010 Bid Bond is bound into the Project Manual following this page.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF DOCUMENT 000430**



**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:**

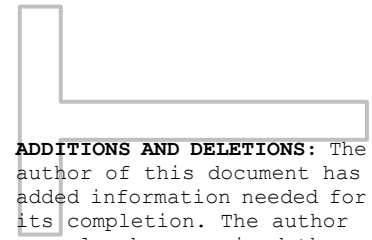
*(Name, location or address, and Project number, if any)*

« »  
« »  
« »

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.

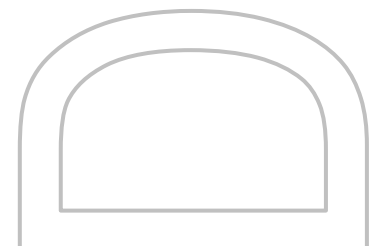
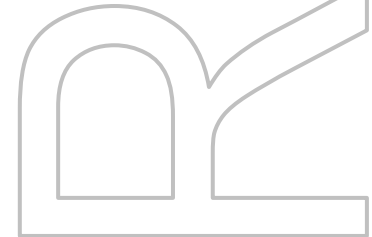
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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.



**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.

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.



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Signed and sealed this « » day of « », « »

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

« »  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

« »  
\_\_\_\_\_  
(Title)

« »  
\_\_\_\_\_  
(Surety) (Seal)

« »  
\_\_\_\_\_  
(Title)





AGREEMENT  
(AIA A101-2017)

**PART 1 - GENERAL**

OWNER CONTRACTOR AGREEMENT

The Construction Contract by and between the Owner and the Contractor shall be entered into as an AGREEMENT.

The form of Agreement shall be AIA Document A101-2017 Standard form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum and will be a No-Lien Agreement.

A sample copy of the AIA Agreement is bound into the project manual following this page.

**PART 2 - PRODUCTS** (Not Used)

**PART 3 - EXECUTION** (Not Used)

**END OF DOCUMENT 000500**



# DRAFT AIA® Document A101™ – 2017

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

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

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »

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

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION**
- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

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

« »

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

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

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

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

[ « » ] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

#### § 4.4 Unit prices, if any:

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

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

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« »

#### § 4.6 Other:

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

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

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

### § 5.1.7 Retainage

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

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

The Owner shall retain amounts from each progress payment as indicated in the AIA Document A201.

§ 5.1.7.1.1 Upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less two hundred percent (200%) of such amounts as the Architect and "Owner's Representative" shall determine for incomplete, defective and non-conforming Work, retainage applicable to such work and unsettled claims.

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

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

## § 5.2 Final Payment

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

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

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

<< >>

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, 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.)

<< >> % << >>

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

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

<< >>

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<< >>

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction

Other (Specify)

Article 15.3 Mediation

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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

« »

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

The Stenftenagel Group  
2602 Newton Street, Suite C  
Jasper, IN 47546

§ 8.3 The Contractor’s representative:

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

« »

« »

« »

« »

« »

« »

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

### § 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, 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.)*

« »



§ 8.7 Other provisions:

« »

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

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

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

[ « » ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal*

requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

\_\_\_\_\_  
**OWNER** *(Signature)*

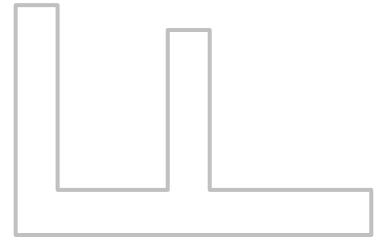
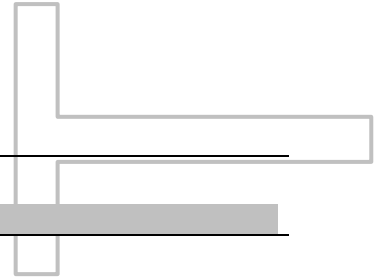
« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*



GENERAL  
CONDITIONS  
(AIA A201-2017)

**PART 1 – GENERAL**

GENERAL CONDITIONS

The General Conditions of the Contract shall be AIA Document A201-2017, General Conditions of the Contract for Construction.

A sample copy of this document is bound into the Project Manual following this page.

The AIA Document A201-2017, General Conditions of the Contract for Construction has been modified from the standard A201-2017, General Conditions of the Contract for Construction. The additions and modifications are underlined. The Contractor is responsible for performing a thorough review of the DRAFT copy bound in this manual.

**PART 2 – PRODUCTS** (Not used)

**PART 3 – EXECUTION** (Not used)

**END OF DOCUMENT 000700**



# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>  
<< >>

THE OWNER:

(Name, legal status and address)

<< >>< >>  
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >>< >>  
<< >>

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13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion.

The author also has revised the text of the original AIA 2017 standard form.

Contractor is responsible for completely reviewing this entire document and all the contents within.

The revised articles and text are noted by underlining of the revised articles and text.

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its content.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner or Owner's Representative and a Subcontractor or a Sub-subcontractor, (3) between the Owner or Owner's Representative and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect and Owner's Representative shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's and Owner's Representative's duties. A Notice to Proceed executed by the Owner and Architect shall be issued to the Contractor for signature and shall be a binding document instructing the Contractor to immediately proceed as per Contract Documents.

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, calculations, studies, surveys, models, sketches, drawings, specifications, and other similar materials and electronic/digital information produced in relation to the Project.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.1.9 The Project Manual**

The Project Manual is that portion of the Contract Documents consisting of Contract Requirements, Conditions of the Contract, general requirements for construction, and sample forms.

### **§ 1.1.10 Approved Equal**

"Approved Equal" refers to any materials, systems or installations which, in the opinion of the Architect/Engineer and Owner, are equal in quality, durability, functional performance, strength, appearance, etc., to the specified or scheduled material, systems or installation and will meet the intent and performance requirements of the Contract Documents, and are approved by the Architect/Engineer prior to bidding in accordance with the Instructions to Bidders.

### **§ 1.1.11 Furnished By Owner**

"Furnished by Owner" refers to equipment delivered FOB to Project site by the Owner. Contractor shall receive, rig, unload, store, uncrate, protect, set in place and connect equipment complete ready for operation. All labor and materials necessary for final connection shall be provided by the Contractor.

### **§ 1.1.12 Surety**

"Surety" shall mean a person, firm or corporation that has executed, as surety, the Contractor's Performance and labor and material payment bonds securing the performance of the Work within the Contract.

### **§ 1.1.13 Definitions and Industry Standards**

#### **§ 1.1.13.1 Definitions.**

**§ 1.1.13.1.1 General:** Basic Contract definitions are included in the Conditions of the Contract.

**§ 1.1.13.1.2 "Reviewed":** When used to convey Architect's action on Contractor's submittals, applications, and requests, "reviewed" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

**§ 1.1.13.1.3 "Directed":** A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

**§ 1.1.13.1.4 "Indicated":** Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

**§ 1.1.13.1.5 "Regulations":** Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

**§ 1.1.13.1.6 "Furnish":** Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

**§ 1.1.13.1.7 "Install":** Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

**§ 1.1.13.1.8 "Provide":** Furnish and install, complete and ready for the intended use.

**§ 1.1.13.1.9 "Project Site":** Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### **§ 1.1.13.2 Standards.**

**§ 1.1.13.2.1 Applicability of Standards:** Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

**§ 1.1.13.2.2 Publication Dates:** Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

**§ 1.1.13.2.3 Copies of Standards:** Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source

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

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

Architect any discrepancies or inconsistencies in the Drawings or Specifications that affect its Work. In the event of discrepancies or inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement. Figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale drawings, and drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not in the Specifications, or vice versa, shall be considered as part of the Work, the same as though included in both. The Work to be undertaken by the Contractor shall include all incidental work necessary for the completion of the Project even though it may not be specifically described in the Specifications or Drawings. In the case of an inconsistency between Drawings and Specifications and within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's/Engineer's and the Owner's Representative's interpretation.

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

**§ 1.2.1.2** During the assembly of the Contractor's Bid, the Contractor shall verify with all product suppliers that the product/s they are seeking a price on can be provided and delivered to the project site within a timeframe that will allow the Contractor to install such product/s in time to conform to the Project schedule and timeline. Any costs incurred by delay of such product/s not being delivered within the timeframe required to adhere to the Project schedule shall be at the expense of the Contractor.

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

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

**.1** Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other association standard, the Contractor shall present an affidavit from the manufacturer when requested by the Owner or required by the Contract Documents, certifying that the product complies with the particular standard or specification. When requested by the Owner, Owner's Representative or required by the Contract Documents, support test data shall be submitted to substantiate compliance.

**.2** Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Agreement or if accepted as a change in the Work in accordance with the Contract Documents.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

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

**§ 1.4.1** The terms "knowledge," "recognize," and "discover," and their respective derivatives, when used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising reasonable care and skill.

**§ 1.4.3** The phrase "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.4.4 The words "approved", "equal to" and "as directed", shall mean "to the satisfaction of the Architect and Owner's Representative".

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

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

### **§ 1.8 Building Information Models Use and Reliance**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner has designated the Stenftenagel Group L.L.C. as the Owner's Representative who shall have express authority to bind the Owner with respect to all matters requiring Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.



## § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; or (2) a change in the Work materially changes the Contract Sum. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

## § 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, but information furnished by the Owner that is not identified as a Contract Document is for informational purposes only and the Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items justify an increase in the Contract Sum or relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

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

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. Any additional sets of Contract Documents requested by Contractors shall be obtained from the Owner at a cost of \$250 per set unless specified otherwise by Owner.

§ 2.3.7 The Owner shall render decisions and give approvals to the extent required by the Contract Documents. Before performing the Work, the Contractor shall in form the Owner in writing of any information that is necessary for the Contractor's performance of the Work. The Owner's approval or acceptance of, or payment for, any of the Work shall not be construed or operate as a waiver of any right under this Agreement or of any cause of action arising out of the performance of this Agreement.

#### § 2.4 Owner's Right to Stop the Work

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

#### § 2.5 Owner's Right to Carry Out the Work

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

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

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

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

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

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.1.1 The exactness of existing grades, elevations, dimensions and locations given on the Drawings, or any document issued by the Architect or the Owner, or the work installed by separate contractors, is not guaranteed by the Architect or the Owner. The Contractor shall satisfy itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the site all dimensions and conditions relating to such existing or other work. Any errors due to the Contractor's failure

to verify all such grades, elevations, dimensions or locations and existing conditions shall be promptly rectified by the Contractor without additional cost to the Owner or an extension in the Contract Time.

§ 3.2.1.2 Mechanical and electrical drawings are diagrammatic only: actual Work shall be installed from approved shop drawings with all measurements obtained at the Project site by the Contractor.

§ 3.2.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Section 2.3.4, and shall at once report to the Architect errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Architect. If Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, authorities relating to design (but not means, methods, techniques, sequences and procedures), but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If additional instructions from the Architect are necessary for the proper execution of the Work, the Contractor shall make a written request for the Architect's interpretation as provided under Article 4. The Work shall be executed in conformity with the Architect's additional instructions and the Contractor shall refrain from any Work relating thereto until the Contractor has received the Architect's additional instructions.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities relating to design (but not means, methods, techniques, sequences and procedures).

§ 3.2.5 The Contractor shall not scale dimensions from Drawings unless expressly directed to do so in writing by the Architect/Engineer.

§ 3.2.6 Where there is a conflict or inconsistency in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on providing the better quality of Work and the larger quantity required.

### **§ 3.3 Supervision and Construction Procedures**

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof as well as the safety of all occupants of the adjacent spaces and structures and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.2.1 E-Verify Certification. Pursuant to Indiana Code 22-5-1.7, Contractor providing services to Owner certifies that it has enrolled in and is verifying the work eligibility status of all newly hired employees through the E-Verify program for the duration of this and future contracts for services with Owner, unless and until the E-Verify program no longer exists. Contractor affirms that it does not knowingly employ or retain in its employ unauthorized aliens, which includes persons whose immigration status makes them ineligible to work for Contractor. Contractor requires all of its Subcontractors, before performing services under this Contract, in any amount, to provide to Contractor a Certification that, at the time of Certification, (a) Subcontractor does not knowingly employ or contract with unauthorized aliens, meaning persons whose immigration status makes them ineligible to work for Subcontractor, and (b) Subcontractor has enrolled in and is participating in the E-Verify program. Contractor certifies that it will keep on file these Subcontractor Certifications referenced for the duration of contract with Subcontractor to provide services under this or future contract with Owner. This provision does not apply to subcontractors who are self-employed and do not employ employees or to contractor who is not providing services to Owner.

§ 3.3.2.2 Contractor Not Suspended or Debarred: By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities. Contractor representative certifies that he/she has authorization to make such certification and to bind Contractor to all representations herein.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.3.1 The Contractor shall furnish to the Architect and Owner's Representative weekly progress reports on the Work in such form as requested by the Owner's Representative, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

§ 3.3.3.2 Regularly scheduled Contractor coordination meetings shall be held weekly with all Contractors currently performing work and Contractors scheduled to perform work within a one week time period from coordination meeting date. A sign-in sheet documenting all attendees participating is required to be submitted to Owner's Representative. The lack of conducting such weekly coordination meetings may result in withholding payment until coordination meetings are resumed to the satisfaction of the Owner's Representative.

§ 3.3.3.3 Contractor shall have a qualified, previously Owner approved full-time Superintendent on-site at all times during all construction and punch list activities, including construction and punch list activities being performed by Contractor's subcontractors.

#### **§ 3.4 Labor and Materials**

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, humidity control, transportation, complete cleaning and dusting of all building components, all direct job-site (or "General Conditions") costs and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall remove from the Project any person or entity under the Contractor's control which the Owner or Owner's Representative considers unsatisfactory. The Contractor shall assure harmonious labor relations to prevent delay, disruption or interference to the Project, and shall prevent strikes, slowdown, work interruptions, jurisdictional disputes and other labor disputes relating to the Work.

§ 3.4.4 Materials and equipment shall conform to manufacturers' standards and shall be installed in strict accordance with the manufacturers' latest directions. The Contractor shall, if required by the Owner or the Architect, furnish satisfactory evidence as to the kind and quality of any materials.

§ 3.4.5 The Contractor shall pay all royalties and license fees relating to the Work.

§ 3.4.6 The Contractor shall perform and be solely responsible for paying all costs for performing and adhering to all requirements for conducting expanded criminal history checks and conducting expanded child protection index checks on all Contractor's and Contractor's Sub-Contractors workers scheduled to be on school property as per the attached Exhibit A; CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECK POLICY FOR ALL WORKERS attached at the end of Section 01 11 00; Administrative Procedures. The Contractor shall carefully read the attached Exhibit and have an authorized Contractor's representative sign and return the Exhibit prior to the acceptance and execution of the Owner-Contractor Agreement.

### **§ 3.5 Warranty**

§ 3.5.1 1 In addition to any warranties implied by law or any special warranties with respect to particular equipment or systems, the Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit and shall be performed in a workmanlike manner and comply with all applicable laws, building codes, rules and regulations. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 If, within one year after the date of Substantial Completion of the Work, or by the terms of an special warranty required by the Contract Documents, any portion of the Work is found to be defective, installed incorrectly or non-conforming in any way with the requirements of the Contract Documents, the Contractor shall correct it promptly within seven days after receipt of a written notice from the Owner. The Contractor's warranty excludes defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance and abuse. This warranty is in addition to all special or extended warranties required by the Contract Documents or otherwise received from the Contractor or any Subcontractor, material supplier or manufacturer. The one year period for correction of defective or non-conforming Work does not constitute a limitation period with respect to the enforcement of the Contractor's other obligations under the Contract Documents and the foregoing warranty shall not affect, limit or impair Contractor's responsibility for defects in the Work which do not appear within the applicable warranty period. Neither the acceptance of the Work nor any payment shall constitute a waiver of any claims against the Contractor for defective or nonconforming Work, whether latent or apparent, or otherwise act to release or discharge the Contractor from liability.

§ 3.5.3 The Contractor shall indemnify the Owner, the Owner's Representative, and Architect against all claims, damages and expenses, including attorney's fees, incurred by the Owner, the Owner's Representative, or the Architect as a result of the Contractor's failure to abide by its warranty obligations.

§ 3.5.4 The Contractor shall reimburse and compensate the Owner for Owner's Representative time spent for addressing and assisting with resolving ongoing Warranty issues that are reoccurring after one site review by Owner's Representative.

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

### **§ 3.6 Taxes**

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.6.2 The Contractor shall include in the proposal / Bid amount the cost of any and all state and federal taxes applying to the operation of performing the Contract.

§ 3.6.3 Only as permitted under Indiana law, materials supplied for permanent installation in this Project are exempt from State of Indiana sales taxes. The Owner will provide the Contractor with the Owner's tax exemption certificate number.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 3 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. Any surveys and other documents describing the physical characteristics, legal limitations or utility locations for the Project site that are not identified as Contract Documents are for informational purposes only and the Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

**§ 3.8 Allowances**

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 The Contractor shall adhere to the following allowance requirements.

- .1 allowances shall cover the cost to the Contractor and all subcontractors of all materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's and subcontractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, coordination, safety provisions, supervision, project management, research and development and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent and Other Key Personnel**

**§ 3.9.1** The Contractor shall employ a competent project manager, superintendent and necessary assistants who shall be in attendance at the Project site during performance of all of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be on the Project site at all times any work is being performed by Contractor, Contractor's Sub-Contractors and during completion of all punch-list items, unless prior arrangements have been previously approved by Owner's representative in writing. The Contractor's project manager shall be the person who has responsibility for the prosecution of the Work and who has the authority to act on behalf of the Contractor in all matters for the coordination, direction and technical administration of the Work.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner, Owner's Representative and Architect of the name and qualifications of a proposed superintendent and project manager. Qualifications of the proposed superintendent shall include a listing of three past similar projects in scope and size in the past six years, references, education, certifications and other applicable information. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner, Owner's Representative or the Architect (1) has reasonable objection to the proposed superintendent or project manager or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent and/or project manager to whom the Owner, Owner's Representative or Architect has made reasonable and timely objection. The Owner will reject a proposed superintendent and/or project manager based upon recent performance on projects for public school corporations within the last six years, for the following but not limited to 1.) not completing projects on schedule/time; 2.) poor management; 3.) allowing poor and/or unacceptable workmanship of on-site Work, 4.) non-responsiveness and or 5.) other reasons where the Owner can provide reasonable evidence. Contractor shall not change the superintendent or project manager without the Owner's Representative's consent, which shall not unreasonably be withheld or delayed.

**§ 3.9.4** The Contractor shall provide a competent and adequate staff, including but not limited to the project manager and superintendent for the timely and proper administration of the Work. If the Owner determines that the continued participation of any member of the Contractor's staff is not in the best interest of the Project, the Owner may require the Contractor to replace the unsatisfactory staff member. In addition, the Contractor shall not change key members of its staff including but not limited to its project manager and superintendent without the prior written consent of the Owner which consent shall not be unreasonably withheld, so long as such key person remains satisfactory to and employed by the Contractor.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, within fourteen (14) calendar days from the date the notice to proceed was issued, shall submit for the Owner's and Architect's information, review and approval a Contractor's construction schedule for the Work. The Contractor's schedule shall include a detailed breakdown of the planned duration, start date and completion date for each activity and estimated dates for delivery of submittals, materials and equipment. The schedule shall not exceed time limits current under the Contract Documents, shall not be revised unless approved by Owner's Representative. The schedule shall be accurately updated every two weeks as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, within (5) calendar days of the date of the Agreement, and thereafter as necessary to maintain a current submittal schedule and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Project Schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals. The Contractor's schedule shall include a detailed breakdown of the planned duration, start date and completion date for each activity and estimated dates for delivery of submittals, materials and equipment. The schedule shall not exceed time limits current under the Contract Documents, shall not be revised unless approved by Owner's Representative, shall be revised and accurately updated every two weeks as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent Owner's Representative approved schedules submitted by the Contractor to the Owner and Architect. Contractor shall diligently monitor the progress of the Work, and update the construction schedule on a prompt and daily basis to reasonably reflect the actual progress of the Work.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.11.1** Contractor shall maintain on-site an updated set of record drawings (as-built) drawings, drawings and specifications that contain all Addenda, approved Construction Modifications, ASI's on the appropriate drawing sheets and specification pages/sections. Owner's Representative shall inspect updated set of drawings and specifications for accuracy. If drawings and specifications are not updated to the approval of the Owner's Representative, payment applications may be withheld until drawings and specifications are updated to the satisfaction of the Owner's Representative.

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

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.



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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation by clearly identifying such deviation on the submittal at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

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

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

§ 3.12.11 Where any item of work is required by specifications to be furnished, installed or performed in accordance with a specified product manufacturer's instructions, the responsible Contractor for such work shall procure and distribute the necessary copies of such instructions and information to all parties.

§ 3.12.12 Upon approval of Submittals/Shop Drawings, Contractor shall print-out hard copies of Submittals/Shop Drawings, at full size sheets, and shall submit to Owner's Representative on-site within three days after approval by A/E. Contractor shall provide binders with identification tabs to insert Submittals/Shop Drawings.

§ 3.12.13 All Submittals/Shop Drawings shall be submitted within 30 calendar days of the issuance of the Notice To Proceed unless, the contractor has provided an itemized list of Submittals/Shop Drawings to the A/E and Owner's

Representative with written documentation and approval from the A/E and Owner's Representative to permit a delay of submitting the listed Submittals/Shop Drawings beyond the 30 calendar day period from issuance of the Notice to Proceed. Failure to submit all Submittals/Shop Drawings within the prescribed time frame may result in the Architect withholding a recommendation for payment in whole or in part.

### **§ 3.13 Use of Site**

**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted and approved by the Owner's Representative, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall not interfere with Owner's operations at the Project site, and shall, upon reasonable request of the Owner's Representative, Owner or Architect, relocate materials or equipment at no cost to the Owner.

**§ 3.13.2** The Contractor is responsible for its Project site access. The Contractor shall keep roads, walks, ramps, and other areas on and adjacent to the Project site in good working order and condition and free from obstructions which might present a hazard to or interfere with traffic or the public, and shall provide adequate barricades, signs and other devices for traffic guides and public safety. When directed by the Owner's Representative, the Contractor shall add clean stone to access drives, walkways, etc...at Contractor's expense. The Contractor shall be responsible for daily cleaning of all areas affected in any way by construction activities. When construction operations necessitate the closing of traffic lanes, the Contractor shall be responsible for arranging such closing in advance with authorities having jurisdiction. The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and the Contract Documents. Where applicable, Contractor shall be responsible for weekly mowing and weed-eating all areas with-in and around construction limits, fences and areas as designated by Owner's Representative.

**§ 3.13.3** Contractor shall be responsible for all costs for repair of all items to pre-construction conditions or better of any damage to site pavement, yards, curbs, existing structures, components, surfaces, etc., that is damaged in any way as a result of construction activities. All repairs shall meet approval of Owner's Representative.

**§ 3.13.4** Contractor shall be responsible for site dust control when applicable and as directed by Owner's Representative.

**§ 3.13.5** Only materials and equipment that are to be used directly in the Work and in the immediate future shall be brought to and stored on the Project site by the Contractor. Equipment no longer required for the Work shall be promptly removed from the Project. Contractor shall be solely responsible for the protection of materials, tools, and equipment stored at the Project site from weather, theft, damage, and all other adversity.

**§ 3.13.6** The Contractor shall not permit any of its or its Subcontractors' employees to use any existing facilities at the Project site, including without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner or the Owner's authorized representative. Without limitation by any other provision of the Contract Documents, the Contractor shall comply with any and all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as may be amended from time to time.

**§ 3.13.7** The Contractor recognizes that the school buildings shall remain in operation during performance of the Work. Accordingly, the Contractor shall cooperate with the Owner and Owner's Representative in scheduling and performing the Work to avoid unnecessary or unreasonable conflict, delay in or interference with the classes being held at the school buildings and the Owner's other ongoing operations at or adjacent to the Project. It is critical that such classroom instruction and Owner's other operations not suffer any significant interference, including, without limitation, any interruption in utilities or unreasonable noise, dust, odor, vibration or hazardous condition. The Contractor shall perform the Work and limit its use of the Project site in such manner as to minimize any interference with Owner's classroom instructions, occupancy and operations in the school buildings consistent with the Contract Documents and applicable building rules and regulations. Without limiting the generality of the foregoing, at no additional cost to Owner, the Contractor shall provide and apply continuous internal and external dust control, as required, to prevent the spread of dust and to avoid the creation of a nuisance at the Project site or in the surrounding areas as identified and determined by the Owner's Representative as a result of construction activities. All ingress/egress from the Project site shall be maintained in a dry condition, and any mud tracked onto areas of the Project or any building or property of third persons shall be immediately removed and the affected area cleaned. The Contractor, the Owner and its representatives, and the Architect shall regularly meet and communicate in order to coordinate the performance of the Work activity with the Owner's classroom instruction and other

ongoing operations at the Project. The Owner shall have the right in writing to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the ongoing operation of the Owner's premises. The Contractor shall, upon the Owner's written request, reschedule any portion of the Work affecting operation of the premises to hours when the premises are not in operation or as may be requested by the Owner. The Contractor may seek an extension of time as permitted by the Contract Documents for any such postponement or rescheduling of any performance of the Work and an equitable adjustment in the Contract Sum but only if (1) the performance of the Work was properly scheduled and coordinated by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling or postponement is required for the sole convenience of the Owner, and (3) the Contractor complies with the claim and notice requirements of Article 15.

§ 3.13.8 The Contractor shall be responsible for the Project remaining secure at all times. All of the workers of Contractor and its subcontractors, whatever tier, at the Project site shall be clearly identified by company badges, t-shirts or other acceptable identification.

### **§ 3.14 Cutting and Patching**

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents. Patching (whether occasioned by existing Work removal or by ill-timed and damaged new Work) shall mean the restoration of a surface or item to its original condition to match the existing unless otherwise indicated, noted, detailed, or specified. Cutting and patching shall be done by the proper trades or crafts necessary for the material involved, but the cost of the same shall be borne by the Contractor requiring the cutting and patching. When patching involves painting, special coating, vinyl fabric or other applied finish, the entire surface affected (i.e., wall, bulkhead or ceiling) shall be refinished as a part of this requirement to the satisfaction of the Owner's Representative, unless complete refinishing of the entire space is scheduled or specified elsewhere.

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

§ 3.14.3 If portions of new work are installed and not accepted or approved in writing, all unacceptable portions of new work shall be removed and corrected. If remediated work consists of portions or areas of wall, ceiling or floor surfaces, with the result of the remediated work having the appearance of a "patch" or displays inconsistencies of color, texture, surface uniformity, flatness, smoothness, etc..., the entire wall, ceiling or floor surface shall be removed and corrected to the approval of the Architect and Owner's Representative. All costs associated with remediation work shall be by the Contractor.

### **§ 3.15 Cleaning Up**

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

§ 3.15.2 If the Contractor fails to clean up promptly and thoroughly within one day from email notification as directed by the Owner's Representative to a clean, dust free and acceptable condition as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner's Representative and its agents, Owner and Architect with access to the Work in preparation and progress wherever located and at any time.

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the Owner's Representative, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the failure to abide by the Contract Documents or the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.2 No claim against the Owner's Representative/Clerk of the Works, its Agents, or employees shall accrue to any Contractor, subcontractor, sub-sub-contractor, consultant, architect, engineer, supplier, fabricator, manufacturer, tenant, surety, or any third party as a result of this agreement for the performance or non-performance of the Owners Representative/Clerk of the Works, its Agents or employees.

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's Representative during construction until the date the Architect issues the final Certificate For Payment. The Owner has retained the services of the Stenftenagel Group, L.L.C. to serve as the Owner's Representative. The Architect and the Owner's Representative will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect and the Owner's Representative will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect and the Owner's Representative will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. The Architect and the Owner's Representative will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. If Work is being executed at locations other than the Project site, the Contractor shall notify the Owner's Representative and Architect/Engineer where and when

such Work will occur in order that the Owner's Representative and Architect/Engineer may conduct visits prior to its delivery to the Project site.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner and Owner's Representative reasonably informed about the progress and quality of the portion of the Work completed, and exercise reasonable care and skill to keep the Owner informed of (1) known deviations from the Project Schedule, and (2) defects and deficiencies observed in the Work. The Architect nor the Owner's Representative will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect nor the Owner's Representative or its agents, will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

#### **§ 4.2.4 Communications**

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

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

§ 4.2.6 The Architect and the Owner's Representative have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect and the Owner's Representative considers it necessary or advisable, the Architect and the Owner's Representative will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect and the Owner's Representative nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect and the Owner's Representative to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives and may authorize minor changes in the Work as provided in Section 7.4. The Architect and Owner's Representative will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect and Owner's Representative will conduct site visits to determine the date or dates of Substantial Completion and the date of final completion; and the Architect will issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final recommendation for payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions in collaboration with the Owner's Representative on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect in conjunction with the Owner's Representative (when applicable) will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Owner may authorize the Architect to prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Neither the Owner's Representative, its Agents or employees shall be required to make interpretations as to construction means, methods, techniques, procedures or other matters for which the Owner's Representative, its agents or employees have no responsibility.

§ 4.2.16 Contractor shall be responsible for and shall promptly reimburse the Owner for any and all additional Architect costs incurred by the Owner that are caused in whole or in part by the Contractor including but not limited to the following: (1) the Architect having to review the Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect; (2) the Architect responding to the Contractor's request for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings or prior Project correspondence or documentation; (3) the Architect providing construction phase services 60 days after substantial completion of the Work or the Substantial Completion Date, whichever date is earlier; (4) the Architect providing more than two reviews of each shop drawing, product data item, sample or other similar submittal of the Contractor; (5) the Architect providing more than two inspections of any portion of the Work to determine whether the Work is substantially complete; and (6) the Architect providing more than two inspections of any portion of the Work to determine final completion of the Work. The invoices submitted by the Architect for such additional services, when approved by the Owner, shall be used as the basis for adjusting the Contract Sum by a deductive Change Order.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within seven days after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Contractor shall prepare and submit to the Owner for its approval a list of persons or

entities proposed for each of the principal portions of the Work and their experience and qualifications. The failure of the Owner to object to any person or entity on the list within ten (10) days shall constitute notice of no reasonable objection. The Contractor shall not contract with, or accept bids from, any person or entity to whom the Owner has a reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Owner's Representative or Architect has reasonable objection to a person or entity proposed by the Contractor based upon past performance of subcontractor's work on Projects within the last five years, the Contractor shall propose another subcontractor at no additional change in the Contract Sum or Contract Time to whom the Owner's Representative, Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, and the Owner, Owner's Representative or Architect presents no reasonable proof of poor past performance, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

### § 5.3 Subcontractual Relations

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

§ 5.3.1 The Contract Documents shall confer no benefit, right or remedy, either intended or incidental, upon any Subcontractor, design professional, sub-subcontractor, material supplier, equipment lessor or laborer to make claims against the Owner, Owner's Representative or the Architect.

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with the Contractor. The Contractor shall make any revisions to the Project Schedule deemed necessary by the Contractor and the Architect after a joint review and mutual agreement.

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

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and Owner's Representative apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, lack of properly cleaning, organization, site maintenance (mowing, weed eating where applicable) to the satisfaction of the Owner's Representative, improperly timed activities or repair/replacement of defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, delays and improperly timed activities (to the extent permitted by Article 8), damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for cleaning, dusting and maintaining the building, premises and surrounding area free from dust, inadequate dust control, waste materials and rubbish, performing mowing, weed eating within and adjacent to Project Construction Limits, the Owner may take immediate and appropriate measures to clean up and/or provide the required action. The Architect and the Owner's Representative on behalf of the Owner may elect to proceed with



the means necessary and will allocate the cost among those responsible. Those costs will be deducted from the responsible Contractor's Contract Sum.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner and Contractor. A Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone, acting as the Owner's agent.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

**§ 7.1.4** A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration of or addition to the Work shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

**§ 7.1.5** The form and content of all recurring documents (i.e., Change Orders, Field Orders, reports, and time sheets) may be designated by the Architect, and the Contractor agrees to use such forms.

### **§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.2.2** The Contractor shall submit a properly itemized and detailed Change Order Proposal covering additional or deleted Work. The Proposal shall be itemized for the various components of the Work and segregated by labor, material, and equipment in a detailed format satisfactory to the Architect and Owner's Representative. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item). If Work indicated in the Change Order Proposal will take place while Contractor is mobilized on-site and currently performing Work, requested costs associated with an on-site foreman or supervisor will not be permitted. The Contractor's Change Order Proposal shall be submitted within seven (7) calendar days of the Architect's request, unless the Architect extends such period of time due to the circumstances involved. The Contractor's failure to so advise the Architect within the specified time period shall constitute a waiver of the Contractor's right to an increase in the Contract Time or the Contract Sum.

**§ 7.2.3** As an alternative to a lump sum Change Order Proposal, the Owner may elect to have changed Work performed on a cost plus/Time and Material basis. Upon written notice to proceed, the Contractor shall perform such authorized changed work at actual cost of the changed work with an agreed percentage fee and "do-not-exceed" price for the changed work to be performed. Such directions to the Contractor shall be confirmed in writing by the Architect. The Owner shall not be liable for any charges in excess of the do-not-exceed price. Daily timesheets of all Contractor's employees and Subcontractors working on the Project will be required to be submitted to the Owner's Representative at the end of each day for review and approval for both labor, material and equipment used by the Contractor for time periods during which changed Work is performed on a cost plus basis. Daily timesheets must break down the paid hours worked by the Contractor's employees and Subcontractors showing both base contract Work as well as changed work performed by each employee. If such proposals are not received in a timely manner, if the proposals are not acceptable to the Owner, or if the changed Work should be started immediately to avoid damage or delay to the Project, the Owner, through the Architect, may direct the Contractor to proceed with the changes without waiting for the Contractor's proposal or for the formal Change Order to be issued.

§ 7.2.4 The Owner, Owner's Representative and the Architect shall be permitted to review, audit and copy the Contractor's records relating to Change Order Proposals, Change Orders and changed work (whether based on lump sum, unit prices, or costs) upon reasonable notice and during normal business working hours throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law. "Records" shall include any and all information, materials and data of every kind and character (hard copy as well as computer readable data) that may, in the Owner's or Architect's judgment, have any bearing on or pertain to the pricing of changed, added or deleted Work and the accuracy of the Contractor's representations regarding pricing and claims information submitted by the Contractor. If an audit or examination in accordance with this Section discloses overcharges by the Contractor, the cost of the audit shall be immediately reimbursed by the Contractor in addition to the overcharges.

### **§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation as stipulated in 7.3.12;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in accordance with 7.3.11. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs for the Contractor's Project Managers and Superintendents assigned to the Project, including any costs associated with the evaluation and administration of the change, are part of the overhead allowance enumerated in 7.3.11.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect and Owner's Representative on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit (as may be limited by the Contract) as set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Costs for the Contractor's Project Manager and Superintendents assigned to the Project, including any costs associated with the evaluation and administration of the change, part of the overhead allowance enumerated in 7.3.1

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 After the Construction Contingency/Allowance is exhausted, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 for the Contractor, for Work performed by the Contractor's own forces, 7 percent of the cost.
- .2 for the Contractor, for Work performed by the Contractor's subcontractor, 5 percent of the amount due the subcontractor.
- .3 for each subcontractor or sub-subcontractor involved, for Work performed by that subcontractor's or sub-subcontractor's own forces, 0 percent of the cost.
- .4 cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.7.

§ 7.3.12 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed in 7.3.4 and 7.3.11. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving more than \$1,000.00 be approved without such itemization.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will

affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

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

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

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

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

### § 8.2 Progress and Completion

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

Within 15 calendar days from receiving Notice to Proceed, the Contractor shall submit for Owner's approval a detailed Project Schedule showing all work activities, milestones, utility (electric, water, gas, sanitary sewer) disruptions, connections, tie-ins, etc. Project Schedule shall incorporate the Time Limits as stated in the Contract Documents. Upon approval of the Project Schedule, the Project Schedule will become the baseline for the entire Project. An updated Project Schedule shall be submitted to the Owner's Representative for review and approval each month. An accelerated plan (Recovery Schedule) will be required to be submitted to the Owner's Representative for review and approval as per 8.2.5, if any activity falls more than (3) three days behind schedule.

§ 8.2.2 The Contractor shall not, except by instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and the completion of a criminal history background check on all workers to be on-site to. The date of commencement of the Work shall not be changed by the effective date of such insurance or lack of receiving approved certificate of insurance and approved criminal history background check information and fulfilling of its procedures.

§ 8.2.3 The Contractor shall proceed expeditiously, regularly, with adequate manpower, diligently and uninterrupted at such rate of progress as will ensure full completion thereof and shall achieve Substantial Completion within the Contract Time. By executing the Contract, the Contractor expressly understands and agrees that the time for the completion of the Work described therein is a reasonable time for completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in the locality of the Project.

§ 8.2.4 Completion shall be understood to be Substantial Completion as determined by the Owner's Representative for the Owner's beneficial occupancy, with only minor "punch list" items yet to be completed and items such as test and balancing of heating system, or landscaping etc., which cannot be completed due to climatic conditions.

§ 8.2.5 The Owner's Representative and the Architect shall have the right to modify the Project Schedule to vary the sequence or suspend, delay, or accelerate the commencement or execution of the Work. The Contractor shall transfer its efforts and the efforts of the Contractor's assigned subcontractors to such points as directed by the Owner's Representative and Architect and execute such portions of the Work as may be required to enable separate contractors to properly carry on their work without delay or interference.

§ 8.2.6 If the Contractor should (1) fail, refuse or neglect to supply a sufficient number of workers or deliver materials or equipment with such promptness as to prevent delay in the progress of the Work; (2) fail to commence and diligently prosecute the Work, work the necessary overtime, second shift, weekends, holidays, and proceed to the point to which the Contractor should have proceeded in accordance with the Project Schedule in order to achieve Substantial and Final Completion in accordance with the Project Schedule; or (3) fail to commence, prosecute, finish, deliver or install the different portions of the Work in accordance with the Project Schedule, the

Architect and Owner's Representative shall have the right to direct the Contractor to prepare a written plan (Recovery Schedule), for the Owner's approval, to accelerate the Work to comply with the Project Schedule, including, without limitation, providing additional labor, expediting deliveries of materials and equipment, performing overtime and/or resequencing the Work, without an increase in the Contract Sum. Upon the Owner's Representative's approval of the Recovery Schedule, the Contractor shall accelerate the Work immediately in accordance with the Recovery Schedule. At any time, the Owner and/or Owner's Representative shall have the full right without penalty to notify the Contractor's Bond Company of Contractor's non-conformance to adhere to the requirements of the Contract Documents as stated above.

### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for the period of time lost on the Critical Path of the Project Schedule. As reviewed and determined by the Owner's Representative, the Contract Time shall not be extended due to inadequate construction forces, poor management of Contractor's subcontractors and Contractor's own forces or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to assure timely delivery.

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

**§ 8.3.3** If the Project is delayed as determined by the Owner's Representative by poor management, any act or omission of the Contractor or any person or entity for whom the Contractor is responsible, or by acts, omissions, events, or occurrences that are not excusable to the Contractor pursuant to the terms of the Contract Documents, the Contractor shall (1) be assessed liquidated damages if provided for in the Contract, or (2) if liquidated damages are not provided for in the Contract, compensate the Owner for, and indemnify the Owner and Owner's Representative against, all damages, losses and all expenses, including additional compensation of separate Contractors the Architect, Owner's Representative for any additional hours and expenses required and attorney's fees, proximately covered by such delay. The Owner shall have the full right and may also elect to notify the Contractor's Bond Company of Contractor's non-conformance to adhere to the requirements as stated above.

**§ 8.3.4** The Contractor shall be entitled to an increase in the Contract Sum, but only for and to the extent of an increase in the Contractor's General Conditions, caused by a delay to the critical path of the Project Schedule and caused by the Owner, a separate contractor, a suspension of the Work by the Owner, or a concealed or unknown condition under Sections 3.7.4 or 3.7.5, but only if the Contractor timely submits a written claim to the Owner in accordance with applicable provisions of Article 15. Otherwise, the Contractor's sole remedy for any delay in the commencement, prosecution, or completion of the Work, disruption to or interference with the performance of the Work, loss of productivity, or other similar claims, whether or not foreseeable, shall be an increase in the Contract Time unless caused by acts constituting intentional interference by the Owner or the Architect with the Contractor's performance of the Work where such acts continue after the Contractor's written notice to the Architect of such interference. The Owner's, Owner's Representative or the Architect's exercise of the right to make changes in the Work or to require the correction of damaged, defective or non-conforming Work shall not under any circumstances be construed as intentional interference. In no event shall the Contractor be entitled to any compensation or the recovery of any damages in connection with any such claims, including consequential or incidental damages, lost opportunity costs, impact damages, or other similar remuneration. If the Contractor submits a progress report indicating, or the Contractor otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created, implied or permitted.

**§ 8.3.5** The Contractor shall include in its bid a sufficient amount of money to cover the required manpower, multiple shift work, overtime, holiday work, equipment, protection, etc., to complete its Work in accordance with the Project Schedule and Substantial Completion Dates listed in the Contract Documents, including accounting for inclement weather. It is the Contractor's obligation to provide a copy of the "National Climatic Center" report with any weather delay filed. This includes the current information as well as the monthly averages available at the time of bidding.

§ 8.3.6 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Unless the Contractor shall, within seven (7) days from the commencement of any possible excusable delay or within seven (7) days from the time delay, notify the Owner's Representative and the Architect/Engineer in writing of all facts then available to the Contractor relative to the nature and extent of the delay, and its anticipated effect, if any, upon the time for Substantial Completion of the Work as hereinbefore described, and shall also request that a determination be made as to whether or not the delay is an excusable delay so as to extend the number of calendar days for completion of the Work, the act or occurrence in question shall not thereafter be an excusable delay for any purpose except upon the written consent of the Architect/Engineer and Owner's Representative.

§ 8.3.7 The Contractor shall include in its bid a sufficient amount of money to cover and include any moisture mitigation products and/or procedures approved by the floor finish and floor covering products manufacturer, required to maintain and adhere to the Project Guideline Schedule for the proper timely installation of the specified floor finish and/or floor covering product/s. Contractor shall also provide sufficient amount of money to cover all testing procedures and requirements as stipulated by the floor finish and floor covering products manufacturer for the proper installation without any reduction or compromising the Owner's Warranty to be received by the manufacturer.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

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

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect and Owner's Representative, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner's Representative may require. This schedule, unless objected to by the Architect or Owner's Representative, shall be used as a basis for reviewing the Contractor's Applications for Payment required and a complete billing breakdown on AIA Form G703, or similar form provided by the Architect, prepared in such form and supported by such data as the Architect or Owner's Representative may require. Once approved by the Owner's Representative, these documents shall be used as the basis for the Contractor's Applications for Payment. Each subsequent Application for Payment must be accompanied by an updated billing breakdown.

### **§ 9.3 Applications for Payment**

§ 9.3.1 Based upon an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work, notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents, the Owner shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Application for Payment must be prepared in duplicate on AJ A Form G-702 and G-703, or similar form provided by the Architect, and shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Any detailed or supplemental information requested by the Architect and Owner's Representative shall be supplied by the Contractor.

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

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

§ 9.3.1.3 The Owner will retain 5% of the amount due the Contractor on account of progress payments throughout the entire duration of the Project. At the time all the Work is 100% completed and, at the request of the Contractor, the Architect/Engineer (with consent of Surety and the Owner) may recommend the reduction of retainage on any remaining partial payments to 0% provided that all punch list items are fully completed and closeout documents are received to the satisfaction of the Owner's Representative and the manner of completion of the Work and its timely progress are satisfactory to the Architect/Engineer and the Owner's Representative.

§ 9.3.2 Unless otherwise approved by the Owner and Owner's Representative, payments shall only be made on account of materials and equipment installed, approved and successfully incorporated into the Work. Only if approved in advance by the Owner's Representative, payment may similarly be made for materials and equipment suitably stored on or off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Payments for material or equipment stored off the site shall not be approved unless approved in writing by the Owner.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment (1) all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work, (2) the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, (3) the current payment shown is now due, (4) except as set forth in the Application for Payment, no additional amounts are due, (5) all amounts have been paid by the Contractor for Work for which previous payments have been received, (6) the Contractor has complied with and paid all amounts due under federal, state, and local tax laws, including social security, unemployment compensation and workers' compensation laws, and (7) the remaining balance of the Contract Sum is sufficient to complete the Work free and clear of all liens and encumbrances.

§ 9.3.4 When Partial payment is requested by the contractor and if approved by the Owner's Representative for equipment stored off-site, but not yet incorporated into the Work, such equipment shall become the property of the Owner, but if the equipment is stolen, damaged, lost, etc., the Contractor will be required to replace such equipment at his own expense. Until equipment is properly incorporated into the Work, the Owner shall pay only 95% of the amount(s) submitted by the Contractor in his monthly Payment Application or as approved by the Owner for equipment suitably stored off-site. The remaining 5% is retainage. For approval and payment of equipment stored off-site the following conditions must be met:

- a. The Owner's Representative shall visit the site where equipment is being stored and will be compensated by the Contractor at a rate of \$100 per hour for time spent for traveling to and from site where equipment is being stored and for time spent reviewing equipment.
- b. Provide a complete itemized list of equipment stored-off-site for which Contractor is requesting payment. Itemized list shall include description of each piece of equipment, manufacturer, serial number, product number, etc.
- c. Provide an itemized invoice that indicates the cost for each piece of equipment and that the equipment is tagged for incorporation into the Work.
- d. Provide a letter from the bonding company indicating agreement to the arrangements and that payment to the contractor shall not relieve any party of their responsibility to complete the Project per Contract Documents.
- e. Provide and submit certificate of insurance that completely covers property loss of all equipment being stored off-site.
- f. Equipment stored off-site shall not be covered by the Owner's Builder's Risk Policy until equipment is delivered to and incorporated into the Project.

g. The Contractor shall certify in writing that requested stored-off-site equipment included in the Payment Application are free and clear of damage, all liens, claims, security interests or encumbrances and that no work, materials or equipment is subject to any retained interests by any other person or company. Title to all equipment covered by the Payment Application for which the Contractor is requesting payment for equipment listed and stored-off-site and which has not passed to the Owner is hereby conveyed and transferred to the Owner effective upon payment of the said Payment Application.

#### **§ 9.4 Recommendations for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the approved Contractor's Application for Payment from the Owner's Representative, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a recommendation for payment will constitute a representation by the Architect to the Owner, based on the Owner's Representative's and Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's Representative's and Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect and Owner's Representative. The issuance of a recommendation for payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that the Architect nor the Owner's Representative has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a recommendation for payment in whole or in part, as recommended by the Owner's Representative or to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to recommend payment in the amount of the Application, the Architect will notify the Contractor, Owner's Representative and Owner as provided in Section 9.4. 1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a recommendation for payment for the amount for which the Architect and Owner's Representative agree is able to make such representations to the Owner. The Architect or Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's or Owner's Representative's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

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



.8 failure to submit the Construction Schedule in accordance with Division 01 Section "Construction Progress Documentation" of this Manual or failure to submit periodic updated schedule reports prior to each Progress Meeting;

.9 failure to keep record documents, "as-built" drawings and all drawings and specifications up to date; or

.10 for reasons previously indicated in Section 8.2.5;

.11 failure to perform cleaning, organization of the site, mowing/weed-eating of the site (when applicable, as indicated in the Contract Documents);

.12 failure to provide the proper management of Contractor's workers and subcontractors and as indicated in the Contract Documents;

.13 failure to submit Proposal Request responses within the time identified in the Contract Documents;

.14 failure to properly implement and maintain the criminal history and background checks procedures and requirements;

.15 failure to conduct weekly contractor coordination meetings with contractors and subcontractors performing or scheduled to perform work within a one week period from the scheduled weekly contractor coordination meeting; failure to provide a sign-in sheet of attendees of the contractor coordination meeting;

.16 failure to conduct and participate in pre-installation meetings as per contract documents or as requested by Owner's Representative;

.17 failure to develop a comprehensive, detailed and itemized punch list acceptable to the Owner's Representative of each space/area immediately prior to request for substantial completion;

.18 failure to submit Submittals/Shop Drawings within the prescribed time frame as per Section 3.12.13.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld with the next Application for Payment that includes such amounts.

**§ 9.5.4** The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers, and the Owner may, but is not obligated to, make direct payment on behalf of the Contractor to any Subcontractor, material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment received, and charge such payments against the Contract Sum. § 9.5.4 The Architect may withhold a recommendation for payment in whole or in part, if the Project Schedule falls behind and/or an approved accelerated plan (Recovery Schedule) is not immediately developed, submitted and work started as per plan to the satisfaction of the Owner's Representative.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. If any payment claim or lien is made or filed with or against the Owner or the Project, the Contractor shall, within twenty (20) days of the filing of the lien or submission of the claim, satisfy, discharge or bond-off the claim or lien, cause the Owner to be dismissed from any action which may be brought in connection with the claim or lien, and compensate the Owner for, and indemnify the Owner against, any and all losses, damages, and expenses, including attorney's fees, sustained or incurred by them.

**§ 9.6.3** The Architect may, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Contractor shall pay for all labor, materials, equipment and services through the period covered by the previous payment received from the Owner, and shall furnish satisfactory evidence, including (as a condition precedent to payment) releases and lien waivers on forms provided by the Owner, to verify compliance with this requirement. The Owner has the right to request additional written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment supplier's amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner

shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

**§ 9.6.7** Payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, Contractor (unless required by applicable law), shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

#### **§ 9.7 Failure of Payment**

If the Owner does not pay the Contractor within fort-five (45) days after by the date established in the Contract Documents the amount certified by the Architect due to the Contactor under the Contract or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately if the delay impacts the critical path of the Project Schedule and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up.

#### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and as determined by the Owner's Representative so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner and the Architect has received all certificates of occupancy and any other permits, approvals, licenses and other documents from any governmental authority having jurisdiction over the Project that are necessary for the beneficial occupancy and use of the Project.

**§ 9.8.1.1** Project Closeout includes those activities leading to Substantial Completion and Final Completion of the Work. Project Closeout activities and requirements are specified in Division 01 Section "Closeout Procedures" of this Manual. To administer and conduct Project Closeout, the Contractor shall indicate a designated value on the schedule of values and on payment applications as specified in Division 01 Section "Payment Procedures" of this Manual.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner may agree to accept separately, is substantially complete, the Contractor shall prepare a detailed itemized punch-list for each space and submit to the Architect and Owner's Representative a comprehensive punch-list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If Contractor fails to develop itemized and detailed punch-lists for each space, the Work, or portion thereof will not be considered to be reviewed by the Architect or Owner's Representative to determine if areas are substantially complete.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect and Owner's Representative will make a review to determine whether the Work or designated portion thereof is substantially complete. If the Architect's or Owner's Representative's review discloses any item, whether or not included on the Contractor's list, which is not sufficiently

complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or Owner's Representative. In such case, the Contractor shall then submit a request for another review by the Architect and Owner's Representative to determine Substantial Completion.

§ 9.8.4 If, upon the Architect's/Engineer's and Owner's Representative's completion of the initial review and the second review, as described in Paragraph 9.8.3, there remains incomplete or unsatisfactory Work, the Contractor will be back-charged for time accrued by the Owner's Representative and Architect/Engineer, including the Architect's/Engineer's consultants and Owner's Agents and Consultants. Charges will be at each of the party's current prevailing rate and commence following the second review. The back-charges will be deducted from the Project Closeout cost indicated on the Contractor's Schedule of Values.

§ 9.8.5 The Certificate of Substantial Completion shall establish a fourteen-day (14) period after the date of substantial completion within which the Contractor will have to complete all items on the accompanying punch list to the Certificate of Substantial Completion. If Contractor does not complete the punch list within the time period specified herein, the Contractor shall reimburse Owner for all Owner's Representative's fees, architectural, consultant, attorneys' and all other fees that Owner incurs as a result of Contractor's delay in completing of punch list items.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof that has been completed to the satisfaction of the Contract Documents. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Such incomplete work or work not in accordance with the Contract Documents shall be itemized, listed and assigned a value on a Punchlist Document developed and issued jointly by the Architect and Owner's Representative. The assigned value listed shall be approximately 200% of the cost to perform and complete this work/item as assigned by the Owner's Representative. All costs listed on the Punchlist for work to be completed will be totaled with this totaled amount being retained until work or item is properly completed or performed as per Contract Documents.

#### **§ 9.9 Partial Occupancy or Use**

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect and Owner's Representative.

#### **§ 9.9.2**

Immediately prior to such partial occupancy or use, the Owner, Owner's Representative, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. The Owner's Representative shall develop a Punch-list of all non-conforming items of which the Contractor shall complete as stipulated in the Contract Documents. All Punch-list items shall be completed as per the Contract Documents prior to Owner's occupancy. Items agreed to by the Owner's Representative and Contractor that cannot reasonably be completed prior to Owner's Occupancy, must be expeditiously completed at times not to interfere with the Owner's operations in any way, which may require after hour Work, weekend work and/or holiday Work required to complete remaining items at no additional cost to the Owner or increase to Contract Sum.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final review and acceptance and upon receipt of a final Application for Payment, the Architect and Owner's Representative will promptly make such review and, when the Architect and Owner's Representative finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final recommendation for payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and observations, the Work has been completed in accordance with terms and conditions of the Contract Documents. The Architect's final recommendation for payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made to the Contractor within seven (7) days after (1) the Work has been fully completed in strict accordance with the Contract Documents, and (2) the Contractor has furnished (a) a general release of all liens and claims and a final lien waiver on forms acceptable to the Owner, (b) the number of copies of record drawings required by the Contract Documents, and (c) all Operational/Instructional/Maintenance manuals, warranties, and any other close-out documents required by the Contract Documents. As a condition precedent to the issuance of final payment, the Contractor, if required, shall submit evidence satisfactory that all indebtedness relating to the Work has been satisfied.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (6) all closeout documents are received and approved to the satisfaction of the Owner's Representative. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** As a condition precedent to final payment, the Contractor shall furnish the Architect and Owner's Representative, in form acceptable to the Architect and Owner's Representative, all warranties, operating manuals, and a complete set of record drawings with all field changes noted and, if requested by the Architect, Owner's Representative, or Owner, a signed affidavit verifying that the Work has been completed in accordance with the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

## § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- .4 excavations, trenches, buildings and grounds from all water damage, including the use of temporary drainage to keep excavations free of water at all times and prevent washing of soils adjacent to new and existing building foundations, structures, etc...;
- .5 benchmarks, monuments and other reference points affected by the Work, including reestablishment of benchmarks, monuments or other reference point and the resetting of markers which are displaced or destroyed, all under the supervision of a licensed surveyor who shall furnish certificates of its work;
- .6 the structural components of the Project by assuring safe erection procedures and sequences and the use of temporary bracing, bracing of new or existing masonry walls, steel structures, CMU walls, use of guys and tie-downs as may be prudent and approved by a licensed structural engineer;
- .7 any such property, including areas used for temporary field offices, storage sheds and material storage and assembly, shall be restored to its original condition, unless otherwise specified, without cost to the Owner;
- .8 students, staff, occupants of areas adjacent to where Contractor is performing Work;
- .9 adjacent existing spaces, life safety systems, materials, systems, components and equipment where Contractor is performing Work; and
- .10 temporary walkways, exits, drives and building access;
- .11 Contractor shall maintain all construction access drives, walkways free of mud, dirt debris, snow, ice, and where applicable shall add stone to construction access drives and walkways at the request of the Owner's Representative at no additional cost to the Owner.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss. In addition, the Contractor shall comply with the safety requirements of Division I of the Specifications and other safety requirements and regulations set forth elsewhere in the Contract Documents. In the event of conflict between these Construction Documents and requirements of any Local, State or governing Federal Authority or laws, the most stringent requirement shall govern the Work.

§ 10.2.2.1 The Contractor represents that it is knowledgeable of the Occupational Safety and Health Act (OSHA) and promulgated regulations applicable to the performance of Work. The Contractor acknowledges and accepts affirmative duty of enforcing these regulations, and the Contractor shall promptly advise the Owner and Owner's Representative of investigations by the Federal safety and health inspectors at the Contractor's subcontractor or the sub-subcontractor's Workplaces or at the project site. The Contractor shall advise the Owner and Owner's Representative of the outcome(s) of all such investigations and/or inspections. The Contractor assumes full and exclusive responsibility and agrees to indemnify and hold the Owner and Owner's Representative and its agents harmless against any and all consequences arising from the Contractor's violation of regulations governing the Work of this Project, including payment of any fines, penalties and/or interest assessed in connection therewith, court costs and all attorney fees that are incurred by the Owner related thereto.

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

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

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents and who shall cooperate with the separate contractors to the extent necessary to promote Project safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect. A safety representative employed by the Owner or an insurer may, from time to time, conduct safety inspections and submit safety findings. The Contractor shall, at its expense, implement any abatement procedures recommended by such safety representative.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.7.1** Contractor shall properly secure all staged and stored material or products located on site from becoming stolen, wind-blown, unsecured, damaged or causing damage to any adjacent property, structures or personnel.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days immediately upon discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.2.9** The Contractor acknowledges that the safety of the Owner's students, staff and visitors is of the utmost importance. The Contractor shall take no action which would jeopardize the safety of the Owner's students, staff, or visitors. The Contractor shall take all necessary and appropriate steps to preclude access to the construction site by the Owner's students, staff and visitors. Contractor shall be responsible for all safety precautions and requirements related to or arising out of its Work. Any fines generated as a result of Contractor's non-compliance with a local, state, or federal safety regulation shall be the responsibility of Contractor. Any fine issued to the Owner as a result of Contractor's (including its Subcontractors, equipment lessors, suppliers, Sub-subcontractors, and any other person or entity directly or indirectly acting for the Contractor) non-compliance shall be the responsibility of the Contractor and not the Owner.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended

appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.3.7 A "hazardous material or substance" is any substance or material identified as hazardous under any federal, state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or cleanup.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS (THIS ARTICLE HAS BEEN REVISED IN IT'S ENTIRTY)

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Contractor and Subcontractors shall provide insurance from Insurance Companies that have an "A"VI rating through A.M. Rating System as indicated in 11.1.6.

The Owner, Owner's Representative, Owner's Representative's agents, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents below or required by law, whichever coverage is greater. Coverages written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified below.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 11.1.4 The Certificates for the commercial general liability, automobile liability and any umbrella or excess liability policies shall name (1) the Owner, the Owner's agents, employees, trustees, Owner's Representative and Agents, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The additional insured endorsement shall state that coverage is afforded the additional insureds as primary and non-contributory. The Contractor agrees to waive any and all rights of subrogation against the additional insureds.

§ 11.1.5 The Contractor shall furnish insurance in the following categories and for the stated minimum amounts:

<u>Worker's Compensation.</u>	<u>Statutory.</u>
<u>Employer's Liability covering all employees, volunteers, temporary employees and leased workers. disease</u>	<u>\$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 disease policy limits.</u>
<u>Commercial General Liability (form CG 00 01 or its equivalent) for bodily injury and property damage including personal injury, premises/operations, broad form property damage, independent contractors, products and completed operations (with limits of \$2,000,000 and coverage for a minimum period of three (3) years after date of Substantial Completion), and deletion of</u>	<u>\$2,000,000 per occurrence \$5,000,000 limits shall be \$3,000,000 per occurrence).</u>



exclusions pertaining to (1) explosion, collapse, shoring, grading and or underground property damage hazards, (2) damages or injury arising from defective Work, including costs to repair or replace damaged Work, and (3) contractual liability coverage as broad as what is found on a CG 0001 ISO form or equivalent (the Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess of Umbrella Liability Policy). The policy shall include a severability or separation of insured endorsement and the limits required herein shall apply on a per project basis. The project owner shall be included as an additional insured on a CG 2026 11/85 and a CG 2037 10/01 ISO form or an equivalent form

Commercial Automobile Liability, including owned, non-owned and hired car coverages. \$ 1,000,000 combined single limit for bodily injury and property damage.

§ 11.1.6 The insurance shall be procured from companies licensed to do business in the state in which the Project is located. The insurers must have a minimum AM Best rating of AVI I. All insurance procured or maintained by the Contractor shall be primary. Any insurance maintained by the Owner shall be considered excess and non-contributory. Coverage shall be on an occurrence basis. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply per Project to the Contractor's Work. The Contractor waives all rights against the Owner, Owner's Representative the Architect and separate contractors for damages covered by the Contractor's insurance. The Contractor shall permit the Owner to examine the actual policies upon request.

§ 11.1.7 The Owner shall withhold all payments to the Contractor until such Certificates of Insurance are received by the Owner. The Owner shall have the right, but not the obligation, to prohibit the Contractor from entering the Project site until such Certificates have been received and approved by the Owner. The failure of the Owner or Architect to demand such Certificates or to identify a deficiency in the evidence of insurance provided shall not be construed as a waiver of the Contractor's obligation to maintain the insurance. If the Contractor fails to maintain any required insurance, the Contractor shall be in default and the Owner shall have the right, but not the obligation, to purchase the insurance at the Contractor's expense, stop the Work, or terminate the Agreement.

§ 11.1.8 The Contractor shall cause its Subcontractors to procure insurance satisfying the requirements of this Article and naming the Owner, Owner's Representative and its Agents and Architect as additional insureds under their commercial general liability, automobile liability, and any umbrella or excess liability policies and all such insurance shall be on a primary basis/non-contributory. All insurance maintained by the Owner shall be considered excess.

§ 11.1.9 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. The Owner and/or Owner's Representative shall have the full right without penalty to notify the Contractor's Bond Company of Contractor's non-conformance to adhere to the requirements of the Contract Documents.

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

§ 11.1.11 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents; the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been

cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

§ 11.2.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 1.1.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The Owner does not insure any equipment, scaffolding, towers, staging, forms or tools owned or rented by the Contractor; or any tools owned by mechanics, outbuilding, shops or housing facilities

§ 11.2.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The property insurance may exclude (1) underground value, (2) land value, grading or tilling and cost of excavation, (3) lawns, trees, shrubs and plants, (4) those portions of walks, roadways and other paved surfaces which are more than 25 feet from the Project site, and (5) tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor and Subcontractors.

§ 11.2.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then affect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.2.1.3 If Contractor makes a claim covered by the Builder's Risk or property insurance policy maintained in connection with the Project, the Contractor shall be responsible for, and shall permit the proceeds of its claim to be reduced by, the amount of the deductible required under the Builder's Risk or property insurance policy irrespective of the cause or nature of the occurrence giving rise to the claim.

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

§ 11.2.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§11.2.1.6 Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the Project site and the capital value of which is not included in the Work. The Contractor and Subcontractors shall make their own arrangements for any insurance it may require on such construction equipment. The Contractor waives all claims and all rights of subrogation against the Owner for loss of or damage to tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, equipment, materials, and supplies.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Contractor of the cancellation or expiration of any insurance required by Sections 11.2 and 11.3. The Owner shall provide such written notice with in five (5) business days of the date Owner is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

#### **§ 11.3.7 Waivers of Subrogation**

If permitted by the Owner's insurance company without penalties, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner in good faith for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 Performance and Payment Bond**

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements. The costs of all bonds are included in the Contract Sum. The bonds shall meet all statutory requirements of the state in which the Project is located. The bonds shall be executed by a responsible surety licensed in the state in which the Project is located and approved by the Owner and shall remain in effect for a period not less than one (1) year following the date of Substantial Completion or the Contractor's warranty period, whichever time period is longer. The Contractor shall keep the surety informed of the progress of, and changes in, the Work, and requests for reduction or release of retainage and for final payment.

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

§ 12.1.1 If a portion of the Work is covered or installed contrary to the Architect's or Owner's Representative's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect or Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time. If testing is required and recommended by the Architect/Engineer for the purpose of determining if Work installed meets the requirements of the Contract and acceptance of the Owner and Architect, costs for testing shall be the responsibility of the contractor. Owner and Architect shall inform Contractor in writing and select testing agency to perform the work.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's and Owner's Representative's services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct defective or non-conforming Work within two (2) days after receipt of written notice from the Owner or the Architect, the Owner may make good the deficiencies and the cost shall be charged to the Contractor. If payments due the Contractor are not sufficient to cover the cost, the Contractor shall pay the difference to the Owner. When a change in the Work is contemplated which may affect the Contract sum or duration of the Work, the Architect/Engineer may issue a Proposal Request, AIA Form G709, the Contractor shall promptly, but in no case longer than seven (7) working days, issue a reply or change quotation, stipulating the change in cost and/or duration as a result of the proposed change. The issuance of a Proposal Request does not, in any way, authorize commencement of the Work therein described. Should, after review and consultation with the Owner, and Owner's Representative, the Architect/Engineer finds the Change Quotation by the Contractor to be acceptable, the Architect/Engineer will issue a written Change Order to the Contractor within 14 days of receipt of the Change Quotation.

#### **§ 12.2.2 After Substantial Completion**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within

a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 or this Agreement shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 Sections 12.2.2 and 3.5 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 At the request of the Owner's Representative, the Contractor at no additional costs shall provide invoices and specific information to the Owner's Representative for seeking potential rebate opportunities for the Owner from local utility companies.

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

§ 13.1.1 Contractor and all Subcontractors are responsible to comply with Indiana Code as it pertains to public works projects. The following are notable requirements set forth in IC 5-16-13, in effect as of July 1, 2015, but are not inclusive of all requirements.

.1 Contractor shall self-perform Work of at least 15 percent of total Contract price.

.2 Contractor and all Subcontractors, regardless of tier, shall maintain General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate.

.3 Contractor and all Subcontractors, regardless of tier, shall not pay cash to its employees for Work performed on this public works Project.

.4 Contractor and all Subcontractors, regardless of tier, shall comply with federal Fair Labor Standards Act of 1938.

.5 Contractor and all Subcontractors, regardless of tier, shall be in compliance with workers compensation requirements of Indiana Code 22-3-5-1 and Indiana Code 22-3-7-34 and commits worker's compensation fraud if such Contractor or Subcontractor falsely classifies an employee as an independent contractor, sole proprietor, owner, partner, officer, or member of a limited liability company.

.6 Contractor and all Subcontractors, regardless of tier, shall be in compliance with unemployment compensation system requirements of Indiana Code 22-4-1 through 22-4-39-5.

.7 Contractor and all Subcontractors, regardless of tier, shall be in compliance with requirements for drug testing of its employees set forth in Indiana Code 4-13-18 - 1 through 4-13-18-7.

§ 13.1.2 Following provisions shall be in effect for Contracts awarded on July 1, 2016 and afterward.

.1 Contractor and all Subcontractors, regardless of tier, prior to performing construction work shall be qualified by either Indiana Department of Administration or INDOT.

.2 For public works by local governmental entities under Indiana Code 36-1-12, Contractor and its Subcontractors shall comply with requirements for drug testing of its employees set forth in Indiana Code 4-13-18 if estimated cost of public works Contract is at least \$150,000.

.3 Contractor and all Subcontractors, regardless of tier, shall preserve its payroll and related records for three (3) years after completion of the project work and such records shall be open to inspection by the Indiana Department of Workforce Development.

§ 13.1.3 As a result of House Bill 1019 (2015) and Senate Bill 375 (2016), effective January 1, 2017, Contractors bidding public works projects must be prequalified with State Department of Public Works before beginning construction on projects. Contractors bidding this project must be prequalified up to \$10 million or at a minimum, the total amount of the Project. Information regarding the process for pre-qualification can be found at the following link: [https://www.in.gov/idoa/files/CONTRACTOR\\_APPLICATION\\_w-attachAandB-Nov-2015.pdf](https://www.in.gov/idoa/files/CONTRACTOR_APPLICATION_w-attachAandB-Nov-2015.pdf).

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

### **§ 13.3 Rights and Remedies**

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

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

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, misc... and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that they may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after the effective date of this Agreement, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If such procedures for testing, inspection or approval under Sections 13.4.1 and 13.4.2 reveal failure or complete or partial non-compliance of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and

compensation for the Architect's and Owner's Representative's services and expenses shall be at the Contractor's expense. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in its scheduling and performance of the Work , and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

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

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

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

### § 13.5 Interest

Unless otherwise expressly provided in the Contract Documents, payments due and unpaid under the Contract Documents shall bear no interest. If interest is expressly provided for in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall only accrue from and after the tenth (10th) day following the Owner's receipt of a notice containing an express statement by the Contractor of its intention to assess interest. In the event the Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between the Owner and the Contractor, no interest shall accrue.

### § 13.7 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1. 1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit on the Work performed, and costs incurred by reason of such termination. Recovery by the Contractor of lost anticipated profits and other incidental or consequential damages are specifically excluded.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### **§ 14.2 Termination by the Owner for Cause**

##### **§ 14.2.1 The Owner may terminate the Contract if the Contractor**

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of any provision of the Contract Documents;
- .5 repeatedly does not provide the proper management of workers on site performing work under Contractor's contract; or
- .7 does not fully implement or fail to properly perform and maintain the Criminal History and Background Check Procedures as per Contractor Documents; or
- .8 continues to ignore requests to clean, organize the site, provide proper access to and around construction areas.

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

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

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

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's and Owner's Representative's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### **§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted to the extent permitted by Section 8.3.4 for increases in the cost and time lost to the critical path of the Project Schedule caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. shall be made by Change Order and shall include mark-up in accordance with this Agreement. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 Termination by the Owner for Convenience**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

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



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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, plus a reasonable markup for overhead and profit on Work performed. The Contractor shall make its records available for the Owner's and Architect's review. In the event any termination of the Contractor for default is later determined to have been improper, the termination shall automatically convert to a termination for convenience, and the Contractor shall be limited in its recovery strictly to the compensation provided for in this Section 14.4.3, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

#### **§ 15.1.2 Time Limits on Claims**

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

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** The Contractor shall make all claims for an increase in the Contract Sum or the Contract Time in accordance with the Contract Documents and in strict compliance with the procedures provided below. If the Contractor claims that it is entitled to additional sums or time, for any reason whatsoever, the Contractor shall give the Owner and the Architect written notice of the claim within ten (10) days after the occurrence giving rise to the claim or within ten (10) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. The notice of the claim shall set forth the circumstances giving rise to the claim, and to the extent reasonably available, facts, documents, backup data and other information supporting the claim and the relief sought. Failure by the Contractor to provide written notice of the claim shall result in a waiver of the claim. Within thirty (30) days after providing written notice of a claim, the Contractor shall submit complete support for the claim including, without limitation, documents, backup data and other information supporting the claim, the relief sought, and those persons with knowledge of the claim. No additional sums shall be paid to the Contractor, and no additional time shall be granted or recognized, unless the Contractor has received a written Change Order signed by the Owner and the Architect. VERBAL CHANGES OR EXTRAS SHALL NOT BE VALID OR ENFORCEABLE.

#### **§ 15.1.4 Continuing Contract Performance**

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

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

### § 15.1.5 Claims for Additional Cost

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

### § 15.1.6 Claims for Additional Time

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

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

### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4 and 11, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the initial Decision Maker unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation of any Claim arising prior to the date final payment is due, unless 30 days after the Claim has been referred to the Initial Decision Maker the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to litigation.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The parties in good faith shall attempt to agree upon a mediator. If parties cannot so agree in 10 business days of the notice, the parties shall jointly petition the circuit court of the county where the Project is being constructed to provide a list of five mediators from which the parties shall alternately strike those not wanted. The parties shall strike within five business days of receipt of the list of mediators with the party requesting mediation striking first. The individual remaining at the conclusion of the striking process shall serve as mediator. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## **ENTIRE SECTION 15.4 ARBITRATION HAS BEEN DELETED**

### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate a mediation conducted under this Agreement with any other mediation to which it is a party provided that (1) the mediation agreement governing the other mediation

permits consolidation, (2) the mediations to be consolidated substantially involve common questions of law or fact, and (3) the mediations employ materially similar procedural rules and methods for selecting mediator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in mediation, provided that the party sought to be joined consents in writing to such joinder. Consent to mediation involving an additional person or entity shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to a mediation conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

## **ARTICLE 16 MISCELLANEOUS PROVISIONS**

§ 16.1 If any part of the Contract Documents are later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of the Contract Documents shall not be invalidated and shall be given full force and effect insofar as possible.

§ 16.2 Notwithstanding anything herein to the contrary, pursuant to Ind. Code 36-1-12-15 and Ind. Code 5-16-6-1, the Contractor agrees:

1. That in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor nor its Subcontractors, nor any person acting on behalf of the Contractor or its Subcontractors, shall, by reason of race, religion, color, sex, national origin, ancestry or disability, discriminate against any person who is qualified and available to perform the work to which the employment relates; and
2. that neither the Contractor nor its Subcontractors, nor any person acting on behalf of the Contractor or its Subcontractors, shall discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, religion, color, sex, national origin, ancestry or disability; and
3. that there may be deducted from the amount payable to the Contractor by the Owner, under this Contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Contract; and
4. that this Contract may be canceled or terminated by the Owner and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of this contract provision.

§ 16.3 Contractor shall, to the extent applicable, comply with the Owner's criminal history background and child protection index check policy(ies) and comply with applicable laws regarding such criminal history background and child protection index check policies.

## **§ 16.4 STEEL PRODUCTS**

§ 16.4.1 In accordance with Indiana Code § 5-16-8, if any steel products are to be used or supplied in the performance of Contractor's Work, only steel products as defined in Section 16.5.2 shall be used or supplied in the performance of this Agreement or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

§ 16.5.2 As defined in Indiana Code § 5-16-8-1, "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly process, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

**PART 1 - GENERAL**

PERFORMANCE BOND

The Form of Performance Bond shall be AIA Document A312-2010.

A sample copy of this Document is bound into the Project Manual following this page.

PAYMENT BOND

The Form of Payment Bond shall be AIA Document A312-2010.

A sample copy of this Document is bound into the Project Manual following this page.

**PART 2 – PRODUCTS** (Not Used)

**PART 3 – EXECUTION** (Not Used)

**END OF DOCUMENT 000600**



# DRAFT 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**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

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

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

« »  
« »  
« »

**OWNER'S REPRESENTATIVE:**

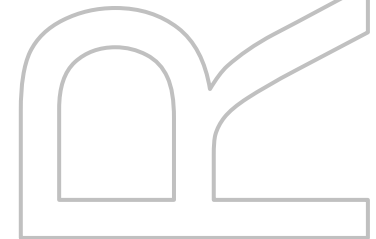
(Architect, Engineer or other party:)

« »  
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**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.



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§ 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.

§ 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.

§ 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**

Company:

(Corporate Seal)

Signature:

Name and Title:

<< >><< >>

Address:

<< >>

**SURETY**

Company:

(Corporate Seal)

Signature:

Name and Title:

<< >><< >>

Address:

<< >>

# DRAFT 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)

**SURETY**

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

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.

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.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

§ 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.

§ 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.

§ 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**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: « »« »  
Address: « »

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: « »« »  
Address: « »

**E-Verify Compliance Form**

Spencer Owen School District is now required to obtain the following affidavit before we can employ your business to provide contracted services to the school corporation. Please attest below that you qualify all your new hires employed after July 1, 2011 and new hires of any subcontractors through the E-Verify Program as required by Indiana Code.

**E-Verify Compliance Requirement:** Pursuant to I.C. 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (Program). Contractor 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, Contractor must execute an **affidavit** affirming that the Contractor does not knowingly employ an unauthorized alien *and* shall be filed with the School Corporation prior to the execution of contracted services. **A contract for services shall not be deemed fully executed until such affidavit is delivered to the School Corp.**

*Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this provision School Corporation shall require Contractor to remedy the violation not later than thirty (30) days after School Corporation notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, School Corporation shall terminate the contract for breach of contract. If School Corporation terminates the contract, Contractor shall be liable to School Corporation for actual damages in addition to any other contractual remedies. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.*

*Prior to performing any work, Contractor shall require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of this contract or project which is the subject of this contract. If Contractor determines that a subcontractor is in violation of this provision, Contractor may terminate its contract with the subcontractor for such violation.*

**E-Verify Affidavit:**

The undersigned being duly sworn upon *(his)(her)* oath, now says that I, \_\_\_\_\_ (name of contractor) at \_\_\_\_\_ *(name of 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/contractor (include title)

\_\_\_\_\_  
Name of business entity

\_\_\_\_\_  
Date

DOCUMENT 004553 - ASBESTOS AFFIDAVIT

PART 1 - GENERAL

1.1 ASBESTOS AFFIDAVIT

- A. As a part of the Project closeout documentation, the Prime Contractor, each of the subcontractors and each of the material suppliers shall provide a signed affidavit stating that no materials containing asbestos have been used or installed on this Project.

END OF DOCUMENT 004553



# ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Spencer Owen School District, (herein called Owner), \_\_\_\_\_ (herein called Contractor), and the \_\_\_\_\_ as Escrow Agent (herein called Escrow Agent) witnesseth:

WHEREAS, Owner and Contractor entered into a contract dated \_\_\_\_\_, 2023, provided for the construction remodeling by the Contractor of a public building subject to the provisions of IC 36-1-12-14.

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 Escrow Agent the Retainage, to be held in escrow in accordance with the terms of this Agreement.
2. The Escrow Agent shall promptly deposit these funds in a special account.
  - (a) The agent shall invest all cash proceeds held in any short-term or money market fund available to such accounts through Agent's Trust Department which are considered prudent to safeguard principal, to earn reasonable interest and make funds available within a reasonable time for distribution when required.
3. The Escrow Agent shall hold the escrowed principal until receipt of written authorization from the Owner specifying the portions of the escrowed funds to be released from the escrow to the Contractor. Upon receipt of such notice, the Escrow Agent shall consider it a direction and remit the designated portion of escrowed principal as directed.
4. Income shall normally be accrued until termination; however, on the direction of the Owner, income may be remitted to Contractor in proportion to the amount of principal disbursed.

Before any remittance of income received hereunder, Escrow Agent shall deduct its fee which shall be computed in accordance with the published Escrow Retainage Fee Schedule in effect from time to time.

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

(b) Payment to Owner:

Upon receipt from the Owner of a copy of the architect's certificate pursuant to Article 14.2.2 of the General Conditions showing that the Owner has terminated the employment of the Contractor, the Escrow Agent shall pay over to the Contractor such sum, if any, as the Owner directs and shall pay the balance to the Owner.

(c) Payments by Court Order:

Upon receipt of a certified or file stamped copy of a court order receiving the disputed claim or directing a specific distribution of all or any portion of said funds, Escrow Agent will make distribution in accordance with such order.

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 parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow fund.

(Contractor)	School Corporation (Owner)
BY _____	BY _____
ADDRESS _____	ADDRESS _____
_____	_____

\_\_\_\_\_  
(Escrow Agent)

BY \_\_\_\_\_  
(Escrow Agent)

PROJECT:

# EXHIBIT A

1. **Contractor's Liability Insurance**
2. **Broad Form Builder's Risk Completed Value Insurance**

## 1 **Contractor's Liability Insurance**

- A. Each Contractor shall take out and maintain insurance of such types and in such amounts as are necessary to cover his responsibilities and liabilities on a project of the character contemplated under this contract, and shall require all his subcontractors to carry similar insurance.
- B. No Contractor shall commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owner, nor shall any Contractor allow any subcontractor to commence work on his subcontract until the same insurance has been obtained by the subcontractor and approved by the Owner.
- C. Each Contractor shall file with the Owner and Architect, prior to the commencement of work, a Certificate of Insurance. Any certificate submitted and found to be altered or incomplete will be returned as unsatisfactory.
- D. If requested by the Owner, Contractor shall furnish the Owner with true copies of each policy required of him or his subcontractors. Said policies will not be cancelled or materially altered, except after thirty (30) days advance written notice to the Owner and Architect, mailed to the addresses indicated herein.
- E. Insurance under this Section, as a minimum, shall include the following coverages:
  1. Workmen's Compensation and Employer's Liability Insurance:

Workmen's Compensation and Occupational Disease Insurance of statutory limits as provided by the state in which this contract is performed and Employers' Liability Insurance at a limit of not less than \$500,000.00 for all damages arising from each accident or occupational disease per person and \$500,000.00 annual aggregate. The contractor and their Workers' compensation insurance carrier agrees to waive their rights to subrogate against the project owner, their employees, representatives and agents.

2. Commercial General Liability Insurance on an ISO CG 0001 occurrence form or an equivalent covering the contractor's operations and completed operations under the agreement, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone of whose acts any of them may be liable and in which the Architect and the Owner, its board of directors, employees, representative & agents are named as additional insureds on a CG 2026 11/85 and a CG 2037 10/01 ISO form or equivalent form(s) on a primary non-contributory basis through final payment and for the additional periods specified herein covering:

- a. Operations -- Premises Liability:

Including, but not limited to, Bodily Injury, including death at any time resulting therefrom, to any person or Property Damage resulting from execution of the work provided for in this contract, or due to or arising in any manner from any act or omission or negligence of the Contractor and any subcontractor, their respective employees or agents.

- b. Commercial General Liability Liability:

Contractors to provide a full Commercial General Liability Policy.

- c. Products -- Completed Operations Liability:

Including, but not limited to, Bodily Injury, including death at any time resulting therefrom to any person or Property Damage because of goods, products, materials or equipment used or installed under this contract, or because of completed operations, which may become evident within three (3) years after the date of final payment made to the Contractor including damage to the building or its contents.

- d. Contractual Liability:

Each and every policy for liability insurance, carried by each Contractor and subcontractor, as required by this Section shall specifically include Contractual Liability coverage as broad as what is on an ISO CG 0001 with no contractual limitation endorsement.

- e. Special Requirements:

The insurance required under Paragraph 2 of this subsection shall specifically include the following special hazards:

Property Damage caused by conditions otherwise subject to exclusions "x,c,u", Explosion, Collapse or Underground Damage.

Broad Form Property Damage endorsement, which has reference to property in the "care, custody, or control" of the insured.

Aggregate limits must apply per project.

Contain a severability or separation of insureds clause

Coverage for ongoing operations, independent contracts and any persons or entities performing work on behalf of the contractor.

"Occurrence" Property Damage coverage in lieu of "caused by accident".

f. Limits of Liability:

The insurance under Paragraph 2 of this subsection shall be written in the following limits of liability, as a minimum:

For Contracts Less than \$250,000.00:

**Bodily Injury and Property Damage:**

\$500,000.00	Each Occurrence
\$1,000,000.00	Aggregate Products and Completed Operations
\$1,000,000.00	General Aggregate

For Contracts \$250,000.00 or Greater:

**Bodily Injury and Property Damage:**

\$1,000,000.00	Each Occurrence
\$2,000,000.00	Aggregate Products and Completed Operations
	\$1,000,000 Personal and Advertising injury – contractual liability exclusion excepted-
\$2,000,000.00	General Aggregate

3. Commercial Automobile Liability covering:

a. All owned, hired, or non-owned vehicles including the loading or unloading thereof.

b. Limits of Liability:

The insurance under Paragraph 3 of this subsection shall be written in the following limits of liability as a minimum:

**For Contracts Less than \$250,000.00:**

Automobile Bodily Injury	
Each Person	\$250,000.00
Each Occurrence	\$500,000.00

Automobile Property Damage	
Each Occurrence	\$100,000.00
or Combined Single Limit	\$500,000.00

**For Contracts \$250,000.00 or greater:**

Automobile Bodily Injury	
Each Person	\$500,000.00
Each Occurrence	\$1,000,000.00

Automobile Property Damage	
Each Occurrence	\$250,000.00
or Combined Single Limit	\$1,000,000.00

4. For contracts in excess of \$250,000, the automobile policy would include the project owner, its board of directors, employees, representatives and agent as an additional insured on a primary/non-contributory basis
5. Umbrella Liability coverage excess of the General Liability, Employer's Liability and Automobile Liability and shall be no less broad than the respective policy. The limits shall apply on a per project basis. Additional insured must follow the primary.

Each Occurrence and Aggregate	\$5,000,000.00
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F. Hold Harmless Agreement

1. The Contractor shall indemnify and hold harmless the Owner, Owner's Representative, its agents, and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including but not limited to the work) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
2. In any and all claims against the Owner, Owner's Representative, its agents, or the Architect or any of their agents or employees by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Hold Harmless Agreement shall not be limited in any way by any limitation on the amount payable

by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3. The obligations of the Contractor under this Hold Harmless Agreement shall not extend to any claim, damage, loss or expense for which the Architect is legally liable arising out of professional services performed by the Architect, his agents, or employees, including (a) the preparation of maps, plans, opinions, reports, surveys, designs or specifications, and (b) periodic observation of the work or engineering services.

## **2 Broad Form Builders Risk Completed Value Insurance**

- A. The Owner will effect and maintain Builders Risk Completed Value insurance or an equivalent coverage covering all risks of physical loss. This insurance is to be upon all the structures on which the work of all the Contracts is to be done to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structures insured, materials in place or to be used as part of the permanent construction including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the work, and such scaffoldings, stagings, towers, and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work. EXCLUSIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work, or any structures erected for housing of food service for the workmen. A waiver of subrogation in favor of the project owner applies.
- B. Said insurance, to be furnished by the Owner, shall insure the Owner's interest, shall insure the interest of all Contractors having a contact with the Owner, and shall also include all Subcontractors of each Contractor. The Contractors shall be named or designated in such capacity as insured jointly with the Owner in all policies and all Subcontractors for each Contractor shall be included as insured jointly with the Contractors in all policies by designation, by name, of each of said Subcontractors, or by designation, "Subcontractors, as their respective interest may appear". Certificates of such insurance shall be filed with each of the Contractors and the Architect. If the Owner fails to effect or maintain insurance as above and so notifies the Contractor, the Contractor may insure his own interest and that of the subcontractors and charge the cost thereof to the Owner. If the Contractor is damaged by failure of the Owner to maintain such insurance or to so notify the Contractor he may recover as stipulated in the Contract for recovery of damages. If other special insurance not herein provided for is required by the Contractor, the Owner shall effect such insurance at the Contractor's expense by appropriate riders to his Builders Risk Insurance policy. The Owner, Contractors, and all subcontractors waive all rights, each against the other, for damages caused by fire or other perils covered by insurance provided under the terms of this article, except such rights as they may have to the proceeds of insurance held by the Owner. The loss, if any, is to be made

adjustable with and payable to the Owner ~~as Trustee~~ for the insureds and Contractors and subcontractors as their interest may appear, except in such cases as may require payment of all or a proportion of said insurance to be made to a mortgagee as his interest may appear.

- C. The Owner shall be responsible for and at his option may insure against loss of use of his existing property, due to fire or otherwise, however caused. If required in writing by any party in interest, the Owner as Trustee shall, upon the occurrence of loss, give bond for the proper performance of his duties. He shall deposit any money received from insurance in an account separate from all his other funds and he shall distribute it in accordance with such agreement as the parties in interest may reach. If after loss no special agreement is made, replacement of injured work shall be ordered and executed as provided under Article 7.
- D. The project owner shall have power to adjust and settle any loss with the insurers unless one of the Contractors interested shall object in writing within three (3) working days of the occurrence of loss.

**END OF EXHIBIT A**



## PART 1 - GENERAL

### 1.01 PROJECT OVERVIEW

**The intent of this section is to provide a “general” overview of the Work. Please refer to all drawings and specifications for all requirements, expectations and responsibilities of the Contractor.**

- A. **Work** consists of the following general description but not limited to the following: Complete removal of existing exterior pavement and soffit to create new Administration Office addition and secured entrance, new concrete floor slab construction, exterior concrete pavement-walk and railings, exterior associated sitework and existing sanitary sewer modifications. The existing interior Administration Offices will be renovated. The Work, in general, to be performed in the renovated and new Administration Offices and support spaces consists of removal of existing walls, finishes, electrical and HVAC, installation of new walls, finishes, doors, aluminum storefront systems with security glazing, ceilings, aluminum soffit panels, window units, casework, light fixtures, electrical devices, card access and electronic door hardware, voice/data cabling and devices, finishes, plumbing fixtures, privacy curtains, toilet accessories, new HVAC AHU, ductwork, VAVs, grills, diffusers, test and balance, building management systems (BMS) additions and modifications, rework existing wet-pipe sprinkler system heads, installation of new wet-pipe sprinkler system, fire alarm system, etc.... The new Administration Office area will be conditioned by a new AHU which will be installed inside an existing adjacent Storage Room. The existing upper-level Media Center and adjacent space will be renovated as Alternates. There are several Alternates. Refer to Alternate Specification and Drawing Sheets for additional information. There is also structural and brick (masonry) work to be performed to the existing canopy structure and brick façade to reinforce the steel structure which supports the exterior brick veneer. The Contractor will be required to remove and relocate the Owner equipment and loose furniture as indicated on the drawing sheets. All work has substantial completion dates that must be adhered to. Monetary penalties will apply if substantial completion dates and punch lists are not completed as indicated in the plans and specifications.
- B. **No Substitution Equipment:** AHU-1 as indicated in on the drawings shall be by Miller Picking with no allowable substitutions. The Owner, Engineer and product manufacturer have coordinated and selected this AHU due to the lead-times of other AHU's. This AHU will be provided by the Contractor. Attached for reference will be the approved AHU submittal. The Contractor can review and upon finding it acceptable, immediately secure this equipment with the AHU manufacturer.
- C. **Alternates:** There is Alternate Work as described in **Section 01 23 00 Alternates**.
- D. **Project Schedule:** Work is to begin May 27, 2024, with Substantial Completion Dates. **Refer to Section 01 32 00 Progress Schedule** for additional information.
- E. The Contractor shall be responsible for temporary enclosures to secure construction areas during all construction activities. **Refer to Section 01 50 00 Temporary Facilities and Controls and Drawing Sheets for additional information.**

**END OF SECTION 010100**



# **SECTION 01 11 00**

## **ADMINISTRATIVE PROVISIONS**

### **1 General**

#### **1.1 Requirements Included**

- A. Work covered by Contract Documents.
- B. Contract Method.
- C. Work Under Other Contracts.
- D. Work Sequence.
- E. Contractor Use of Premises.
- F. Owner Occupancy.
- G. Alternates.
- H. Coordination.
- I. Reference Standards.

#### **1.2 Work Covered By Contract Documents**

- A. Work of the Contract is comprised of a Unified Contract for all construction for the Owen Valley Middle School Addition and Renovations and Related Work.

#### **1.3 Work Under Other Contracts**

- A. Cooperate fully with separate contractors so all work may be carried out smoothly, without interfering with or delaying work under this Contract.
- B. Separate Contracts: Owner may award a separate contract or contracts for performance of certain construction operations at Project site. Those operations may be conducted simultaneously with work under this Contract.

#### **1.4 Work Sequence and Schedule**

- A. Commence Work upon notification by the Owner. Notify the Owner's Representative in writing 72 hours before starting any Work. Inspect the site in company with the Owner's Representative prior to starting any Work.
- B. Tentative Notice to Proceed: December 15, 2023.
- C. Anticipated On-Site Construction Start: May 27, 2024. Specific work may be able to start earlier pending discussion with the Owner and the Contractor awarded to Project.

- D. **The Project must be performed and completed by the specific substantial completion dates as identified in Section 01 32 00 Progress Schedule. It is critical that these dates are adhered to. Monetary Penalties will apply for NOT adhering to the stipulated Substantial Completion Dates.**
- E. The Contractor is expected to provide the proper management, coordination of subcontractors, procurement of materials and equipment, necessary manpower, means and method, work the required hours, including weekends and holidays to meet the Substantial Completion Dates listed in Section 01 32 00 Progress Schedule at no extra cost to the Owner.
- F. Final Completion Date (Receipt of all approved Closeout Documents):  
March 28, 2025.

### **1.5 Contractor Use Of Premises**

- A. Limit use of premises for Work and for construction operations, to allow for Owner occupancy and use of all unobstructed corridors and exits.
- B. Coordinate use of premises under direction of Owner's Representative.

### **1.6 Owner Occupancy**

- A. Owner will occupy the premises during entire period of construction and will conduct normal operations. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations, activities, and events.
- B. Testing dates will be provided to the Contractor. During dates and times, Contractor shall not be permitted to interfere with testing in any way (noise, fumes, vibrations, disruptions) and must schedule any work activity around all testing dates at no added cost to the Owner.

### **1.7 Alternates**

- A. Alternates quoted on Bid Forms will be exercised as Owner option. Accepted alternates will be listed in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work affected by accepted alternates as required to complete the Work.
- C. Bid prices shall be indicated on Bid Form. All bidders shall indicate for each alternate listed the appropriate add or deduct amount or no change. **No indication of price will be considered as no change in price to complete the scope of work.**

- D. Schedule of Alternates: See Section 01 23 00 – Alternates, for Schedule of Alternates.

## **1.8 Coordination**

- A. General / Prime Contractor shall have an experienced and qualified job superintendent on-site at ALL TIMES during any construction activity. The job superintendent shall also be on-site at all times while any sub-contractor or sub-sub-contractor is on site performing work, including weekends, holidays, after hours, etc.... The General / Prime Contractor and job superintendent shall be responsible for all coordination, scheduling and complete management and oversight of all activities and Work of all sub-contractors.
- B. Coordinate work of the various Sections of Specifications to ensure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- C. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits as closely as practicable; make runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Execute cutting and patching to integrate elements of Work, uncover ill-timed, defective, and non-conforming work, provide openings for penetrations of existing surfaces, and provide samples for testing. Seal penetrations through floors, walls, and ceilings.
- G. All demolition activities and noisy work activities shall be coordinated to occur before or after school hours to prevent disruption to learning and operational procedures.

## **1.9 Reference Standards**

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or when in conflict with applicable codes.
- B. The date of the standard is that in effect as of the Bid date, except when a specific date is specified.
- C. Obtain copies of standards when required by Contract Documents. Maintain a copy at job site during progress of the specific work.

## 1.10 Background and Criminal History Checks Requirements

- A. Background Checks: The Prime / General Contractor shall be solely responsible for implementing and adhering to all procedures and requirements for ALL workers that will be on school property, including sub-contractor's workers, as indicated in the attached Exhibit A; CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECK POLICY FOR ALL WORKERS. **Prior to any worker entering onto school property, all procedures and requirements as indicated in the attached Exhibit A must be performed.** The Prime Contractor's workers, including its sub-contractor's workers, shall comply with the attached Exhibit A; CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECK POLICY FOR ALL WORKERS. Contractors shall utilize and pay for all costs utilizing Safe Hire Solutions or another approved service that can perform all required and stipulated criminal history and expanded child protection index checks.
  
- B. Failure of the Contractor to adhere to any part of the attached Exhibit A; CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECK POLICY FOR ALL WORKERS will lead to monetary penalties as outline in the attached Exhibit A. All such monetary penalties shall be recorded by the Owner's Representative and shall be deducted from the Contractors contract amount by Change Order at end of the Project.

## 2 Products

Not Used

## 3 Execution

Not Used

**END OF SECTION**

# SECTION 01 21 00

## ALLOWANCES

### 1 General

#### 1.1 Requirements Included

- A. Schedule of Allowances.
- B. Costs included in Allowances.
- C. Contractor costs included in Contract sum.
- D. Architect Responsibilities.
- E. Contractor Responsibilities.
- F. Correlation with Contractor Submittals.

#### 1.2 Related Requirements

- A. General Conditions of the Contract for Construction: Allowances.
- B. Section 01 29 00 – Payment Procedures: Final Payment.
- C. Section 01 33 00 - Submittals: Scheduling of allowances.
- D. Individual Specifications Sections Listed Under Schedule of Allowances: Specification of products and installation under Allowances.

#### 1.3 Schedule Of Allowances

- A. General Construction: Allow the lump sum of \$80,000 for additional work.

#### 1.4 Costs Included In Allowances

- A. Cost of product to Contractor or subcontractor, less applicable trade discounts.
- B. Delivery to site, unloading, storage, staging.
- C. Labor required under allowance, only when labor is specified to be included.
- D. The included Allowances per Contract shall be used only as directed by the Architect/Engineer and the Owner's Representative for the Owner's purposes. No overhead and profit for labor and materials shall be allowed for the use of the Allowance amount. General conditions/operations, mark up, overhead, profit, supervision, cleaning, safety, warranties, management, testing, research, submittal development, delivery and coordination for Prime / General Contractor and all Sub-Contractor's is to be included in the Contract Sum.

## **1.5 Contractor Costs Included In Contract Sum**

- A. The following items are to be included in the Contractor's bid price and are not to be included in the allowance sum.
  - 1. Products handling at site, including unloading, uncrating, staging, trash disposal and storage.
  - 2. Protection of products from elements and from damage.
  - 3. Labor for installation and finishing, except when installation is specified as part of allowance.
  - 4. Other expenses that are required to fully complete installation.
  - 5. Contractor and sub-contractor's general conditions/operations, mark-up, overhead and profit, supervision, warranties, project management, research, safety, cleaning, submittal development, testing and coordination.

## **1.6 Architect Responsibilities**

- A. Consult with Contractor in consideration of products and installers.
- B. Select products, obtain Owner's written decision, and transmit full information to Contractor:
  - 1. Manufacturer, product, model or catalog number, accessories, attachments, and finishes.
  - 2. Supplier and installer as applicable.
  - 3. Cost to Contractor, delivered to site and installed.

## **1.7 Contractor Responsibilities**

- A. Assist Architect and Owner's Representative in determining suppliers and installers; obtain proposals when requested.
- B. Make recommendations for Architect consideration.
- C. On notification of selection, execute purchase agreement with designated supplier and installer.
- D. Arrange for and process shop drawings, product data, and samples.
- E. Arrange for delivery; promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- F. Install, adjust, and finish products.
- G. Provide warranties for products and installation.



### **1.8 Correlation With Contractor Submittals**

- A. Schedule shop drawings, product data, samples, and delivery dates in accordance with Progress Schedule for products selected under allowances.

### **1.9 Allowance Remaining at Substantial Completion**

- A. At time of Final Completion, Contractor shall credit back to the Owner, on their final application for payment, the amount of all unused Allowance amounts assigned to their bid package.

## **2 Products**

Not Used.

## **3 Execution**

Not Used.

**END OF SECTION**



# SECTION 01 23 00

## ALTERNATES

### 1 General

#### 1.1 Summary

- A. This Section includes administrative and procedural requirements for Alternates.

#### 1.2 Definitions

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
- B. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.3 Procedures

- A. Coordination:
  - 1. Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 2. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Indicate cost of each Alternate on the Bid Form. If no cost change, indicate N/C on the Bid Form. If left blank, it shall indicate that Contractor shall perform the Work at no cost to Owner.
- E. The submitted cost for all Alternates shall remain valid and unchanged for 90 days from the time the Notice To Proceed is issued

F. Schedule: A Schedule of Alternates is included on Drawing Sheet G-2 and at the end of this Section.

**2 Products**

Not Used.

**3 Execution**

## **ALTERNATES**

ALTERNATE #1 - SECOND FLOOR TEACHER'S LOUNGE / WORK ROOM #203 AND UNISEX RESTROOM #203A.

BASE BID TO INCLUDE NO WORK IN THIS AREA.

ALTERNATE WORK TO INCLUDE REMOVAL OF WALLS, DOORS, FLOOR FINISH AND WALL BASE. NEW WALLS, DOORS, CASEWORK AND RESTROOM TO BE INSTALLED PER DRAWINGS. AREAS TO RECEIVE NEW FLOOR FINISH, PAINT AND WALL BASE PER SCHEDULES. EXISTING CEILING TO BE REWORKED AT NEW WALL LOCATIONS.

ALTERNATE #2 - SECOND FLOOR REMODEL WORK IN CORRIDOR #200, LARGE GROUP MEETING ROOM #204, LARGE GROUP MEETING ROOM #207 AND LARGE GROUP MEETING ROOM #208.

BASE BID TO INCLUDE REPAIR FLOOR AND WALLS WHERE ITEMS WERE REMOVED, PAINT WALLS, DEEP CLEAN CARPET AND CEILING. AREA TO BE ONE LARGE OPEN AREA.

ALTERNATE WORK TO INCLUDE REMOVAL OF FLOOR FINISH, WALL BASE AND WINDOW TREATMENTS. NEW WALLS, INTERIOR WINDOWS, DOORS, OPERABLE PARTITION WALL AND WINDOW SHADES TO BE INSTALLED PER DRAWINGS. AREAS TO RECEIVE NEW FLOOR FINISH, PAINT AND WALL BASE PER SCHEDULES. EXISTING CEILING TO BE REWORKED AT NEW WALL LOCATIONS.

ALTERNATE #3 - RESKIN BOOKSHELVES FROM EXISTING MEDIA CENTER.

BASE BID TO INCLUDE MOVING EXISTING BOOKCASES TO NEW MEDIA CENTER #130 ON FIRST FLOOR.

ALTERNATE WORK TO INCLUDE REMOVING TOPS AND LAMINATE FROM SIDES / BACKS OF BOOKCASES AND PREPPING FOR NEW FINISHES. APPLY NEW LAMINATE FINISH ON EXPOSED SIDES AND PROVIDE NEW LAMINATE COUNTERTOP PER DRAWINGS.

ALTERNATE #4 - NEW CEILING TILE AND GRID IN TEACHER'S LOUNGE / WORK ROOM #203, RESTROOM #203A, LARGE GROUP MEETING ROOM #204, LARGE GROUP MEETING ROOM #207 AND LARGE GROUP MEETING ROOM #208.

BASE BID TO INCLUDE REWORKING GRID AND CEILING TILES AT NEW WALLS IN THESE AREAS.

ALTERNATE WORK TO INCLUDE REMOVAL OF EXISTING CEILING TILE AND GRID AND INSTALLING NEW CEILING TILE AND GRID IN THESE AREAS PER DRAWINGS.

ALTERNATE #5 - SECOND FLOOR WINDOW SHADES IN CONFERENCE ROOM #202 AND TEACHER'S LOUNGE / WORK ROOM #203.

BASE BID TO LEAVE EXISTING WINDOW TREATMENTS AS-IS IN THESE ROOMS.

ALTERNATE WORK TO INCLUDE REMOVAL OF EXISTING WINDOW TREATMENTS AND INSTALLATION OF NEW WINDOW SHADES IN THESE ROOMS PER DRAWINGS.

ALTERNATE #6 - ELECTRICAL FEED FOR NEW AHU.

BASE BID TO INCLUDE FEEDING NEW AHU FROM SECOND FLOOR MECHANICAL / ELECTRICAL ROOM #214.

ALTERNATE TO INCLUDE FEEDING NEW AHU FROM FIRST FLOOR MECHANICAL / ELECTRICAL ROOM #114.

ALTERNATE #7 - VAV BOX REPLACEMENT

BASE BID TO INCLUDE LEAVING EXISTING VAV BOXES AND ASSOCIATED THERMOSTATS THAT SERVE THE PROJECT AREAS.

ALTERNATE WORK TO INCLUDE UPGRADING EXISTING VAV BOXES AND ASSOCIATED THERMOSTATS PER DRAWINGS.

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 1.5C (during Bidding / Negotiation), CSI Form 13.1A (after Bidding / Negotiation). Attached at end of this Specification Section.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
  - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Owner's Representative of acceptance or rejection of proposed substitution within 15 calendar days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 012500



# SUBSTITUTION REQUEST

(During the Bidding/Negotiating Phase)



PROJECT: \_\_\_\_\_ SUBSTITUTION REQUEST NUMBER: \_\_\_\_\_  
 \_\_\_\_\_ FROM: \_\_\_\_\_  
 TO: \_\_\_\_\_ DATE: \_\_\_\_\_  
 \_\_\_\_\_ A/E PROJECT NUMBER: \_\_\_\_\_  
 RE: \_\_\_\_\_ CONTRACT FOR: \_\_\_\_\_

SPECIFICATION TITLE: \_\_\_\_\_ DESCRIPTION: \_\_\_\_\_  
 SECTION: \_\_\_\_\_ PAGE: \_\_\_\_\_ ARTICLE/PARAGRAPH: \_\_\_\_\_

PROPOSED SUBSTITUTION: \_\_\_\_\_  
 MANUFACTURER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 TRADE NAME: \_\_\_\_\_ MODEL NO.: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.  
 Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

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

SUBMITTED BY: \_\_\_\_\_  
 SIGNED BY: \_\_\_\_\_  
 FIRM: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_

**A/E's REVIEW AND RECOMMENDATION:**

- Approve Substitution—Make submittals in accordance with AIA A701 Instructions to Bidders, 3.3.2.
- Approve Substitution as noted—Make submittals in accordance with AIA A701 Instructions to Bidders, 3.3.2.
- Reject Substitution—Use specified materials.
- Substitution Request received too late—Use specified materials.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SUPPORTING DATA ATTACHED:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

# SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase)



PROJECT: _____ _____ TO: _____ _____ RE: _____	SUBSTITUTION REQUEST NUMBER: _____ FROM: _____ DATE: _____ A/E PROJECT NUMBER: _____ CONTRACT FOR: _____
SPECIFICATION TITLE: _____ SECTION: _____ PAGE: _____	DESCRIPTION: _____ ARTICLE/PARAGRAPH: _____
PROPOSED SUBSTITUTION: _____ MANUFACTURER: _____ ADDRESS: _____ PHONE: _____ TRADE NAME: _____ MODEL NO.: _____ INSTALLER: _____ ADDRESS: _____ PHONE: _____ HISTORY: <input type="radio"/> New Product <input type="radio"/> 1-4 years old <input type="radio"/> 5-10 years old <input type="radio"/> More than 10 years old DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED PRODUCT: _____ _____ <input type="checkbox"/> Point-by-point comparative data attached — REQUIRED BY A/E	
REASON FOR NOT PROVIDING SPECIFIED ITEM: _____ _____	
SIMILAR INSTALLATION: PROJECT: _____ ARCHITECT: _____ ADDRESS: _____ OWNER: _____ DATE INSTALLED: _____ PROPOSED SUBSTITUTION AFFECTS OTHER PARTS OF WORK: <input type="radio"/> No <input type="radio"/> Yes; explain _____ _____	
SAVINGS TO OWNER FOR ACCEPTING SUBSTITUTION: PROPOSED SUBSTITUTION CHANGES CONTRACT TIME: <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> [Add] <input type="radio"/> [Deduct] _____ days.	
SUPPORTING DATA ATTACHED: <input type="checkbox"/> Drawings <input type="checkbox"/> Product Data <input type="checkbox"/> Samples <input type="checkbox"/> Tests <input type="checkbox"/> Reports <input type="checkbox"/> _____	

CONTINUE ON NEXT PAGE

# SUBSTITUTION REQUEST

(After the Bidding/Negotiating Phase—  
Continued)



The Undersigned certifies:

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

**SUBMITTED BY:** \_\_\_\_\_  
**SIGNED BY:** \_\_\_\_\_  
**FIRM:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**TELEPHONE:** \_\_\_\_\_  
 **Attachments**

**A/E's REVIEW AND RECOMMENDATION:**

- Approve Substitution—Make submittals in accordance with AIA A701 Instructions to Bidders, 3.3.2.
- Approve Substitution as noted—Make submittals in accordance with AIA A701 Instructions to Bidders, 3.3.2.
- Reject Substitution—Use specified materials.
- Substitution Request received too late—Use specified materials.

**SIGNED BY:**

**DATE:**

**OWNER'S REVIEW AND ACTION:**

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

**SIGNED BY:**

**DATE:**

**ADDITIONAL COMMENTS:**

Contractor     Subcontractor     Supplier     Manufacturer     A/E



# **SECTION 01 26 00**

## **CONTRACT MODIFICATION PROCEDURES**

### **1 General**

#### **1.1 Summary**

- A. Allowance for Authorization.
- B. Change Order.
- C. Minor Changes in the Work.
- D. Execution of Change Order Documents.
- E. Correlation of Contract Submittals.

#### **1.2 Related Requirements**

- A. Section 01 21 00 – Allowances.

#### **1.3 Proposal Request**

- A. Supplemental instructions that require adjustment to the Contract Sum or Time if accepted, will be issued by the Architect, with detailed description of the proposed change and supplemental or revised Drawings and Specification as appropriate.

#### **1.4 Architect Initiated Proposal Requests (PR)**

- A. A Proposal Request is a document issued by the Architect to obtain pricing from Contractors.
- B. The Contractor shall submit the name of the individual authorized to receive Proposal Request documents and be responsible for informing others in Contractor's employ or subcontractors of the work.
- C. Pricing for Proposal Requests are due within 10 calander days after issue date.
- D. Document each lump sum quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- E. Provide itemized data to support computations:
  - 1. Quantities of products, labor, and equipment.
  - 2. Overhead and profit for Proposal Request. No overhead and profit is allowable for PRs utilizing Allowance monies. Refer to Section "Allowance" 01 21 00.
  - 3. Justification for any change in contract time.

4. Credit for deletions from contract, similarly documented.

### **1.5 Proceed Order / CCD, Time and Material (T&M)**

- A. The Architect, with the consent of the Owner and Owner's Representative, may issue a document, instructing the Contractor to proceed with a change in the work. Proceed Orders and CCDs (Construction Change Directive) 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 change in work.
- D. For time and material (T/M) Proceed Order work:
  1. Maintain detailed records of work done on a time and material basis. Provide complete itemized information required for evaluation of proposed changes, and to substantiate T/M costs of changes in work.
  2. The Owner's Representative must review, verify and sign the Contractor's itemized daily time and material sheets at the completion of each day, not as approval for payment, but for record that work was completed per the Proceed Order/CCD and an itemized list of work, hours and materials are accurately recorded for that day. If daily T&M tickets are not developed by the Contractor and signed by the Owner's Representative at the end of each day, the T&M Ticket may be deemed unacceptable as determined by the Owner's Representative. The authorization number must be indicated on all Daily Time Sheets.
  3. Submit itemized account and supporting data after completion of change within 14 calendar days after completion.
- E. The Architect and the Owner's Representative will determine the change allowable in contract sum and contract time as provided in the contract documents. If approved, an Allowance Authorization will be issued with the amount for the T/M work being deducted from the Contingency Allowance.

### **1.6 Allowance Authorization**

- A. An allowance authorization will be issued based upon the Contractor's price quotation as approved by the Architect and the Owner's Representative.

### **1.7 Change Order**

- A. Once Contingency Allowance has been depleted, a change order will be issued based upon the Contractor's price quotation as approved by the Architect and Owner's Representative.

## **1.8 Minor Changes In The Work**

- A. The Architect will advise of minor changes in the work not involving an adjustment to contract sum or contract time as authorized by AIA A201, 2017 Edition, by issuing supplemental instructions AIA Form G710 or similar form.

## **1.9 Execution Of Change Documents**

- A. The Architect will develop and issue Change Orders and Allowance Authorizations.
- B. Signed copies of Change Orders are to be returned to the Architect within 14 calander days.

## **1.10 Correlation of Contractor Submittals**

- A. After a fully executed Allowance Authorization or Change Order has been executed, 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.
- B. Promptly submit revisions to Construction Schedule to reflect any change in contract time if applicable.
- C. After a fully executed Allowance Authorization or Change Order has been executed, promptly enter changes into drawings and specifications located on-site. This will be confirmed by the Owner's Representative. Lack of changes/construction modifications not promptly inserted into drawings and specifications located on-site could result in withholding payment until drawings and specifications on-site are updated.
- D. Promptly enter changes in project record documents.

## **2 Products**

Not Used.

## **3 Execution**

Not Used.

**END OF SECTION**





## EXHIBIT-A

### CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECK POLICY FOR ALL WORKERS

#### PRIME CONTRACTOR'S RESPONSIBILITIES, PROCEDURES AND REQUIREMENTS FOR CONDUCTING PERSONAL BACKGROUND AND CHILD ABUSE CHECKS, PERFORMING MANDATORY REPORTING OF CONVICTIONS, ARRESTS AND SUBSTANTIATED CHILD ABUSE FOR ALL WORKERS ON-SITE

To protect students and staff members, the School Corporation requires an inquiry, as prescribed by Indiana law into the personal background of each worker employed by the Prime Contractor and/or Prime Contractor's sub-contractors that will be on school property.

Definition of **Worker**: Any person that is directly or indirectly employed by the Prime Contractor, or a sub-contractor, sub-sub-contractor, to perform work for on school property for any duration of the Project. This encompasses all personnel/workers of all trades or vendors. Any personnel/workers anticipated to be on school property for any duration of the Project shall undergo an expanded criminal history check through a reputable screening vendor such as Safe Hiring Solutions or another reputable screening vendor of the Prime Contractor's choice as indicated in the Contract Documents.

The Prime Contractor shall perform the necessary procedures and be solely responsible for obtaining and documenting personal background information on each worker anticipated to be on school property. Information shall include the following:

- A. An expanded **criminal history check** as defined by I.C. 20-26-2-1.5;
- B. An Indiana **expanded child protection index check** as defined by I.C. 20-26-2-1.3;
- C. A search of the national sex offender registry maintained by the United States Department of Justice;
- D. Beginning July 1, 2017, a search of the State child abuse registry;
- E. Verification of the applicant's eligibility to work using the E-Verify database maintained by the federal government as required by I.C. 12-32-1.

The background information on each worker shall also include an expanded child protection index check in other states.

The School Corporation requires that an **expanded criminal history check** be conducted for each worker who will be on school property and may likely be working in the area or directly adjacent and outside the area/s where children and staff are present, and/or may have direct, ongoing contact with children while performing construction related activities while employed directly or indirectly for the Prime Contractor and/or Prime Contractor's Sub-Contractor/s. The expanded criminal history check shall be conducted prior to and well advanced to the worker entering onto school property.

The School Corporation requires that an **Indiana expanded child protection index check** be conducted for each worker who will be on school property and may likely be working in the area or directly adjacent and outside the area/s where children and staff are present, and/or may have direct, ongoing contact with children while performing construction related activities while employed directly or indirectly for the Prime Contractor and/or Prime Contractor's Sub-

Contractor/s. The expanded criminal history check shall be conducted prior to and well advanced to the worker entering onto school property.

The Prime Contractor shall deny access at any time onto school property to a worker who has current infractions as identified by the previously listed history checks, index checks, registry searches and:

- A. Is the subject of a substantiated report of child abuse or neglect or
- B. Has been charged with or convicted of one (1) of the following crimes:
  - a. Murder (I.C. 35-42-1-1).
  - b. Causing suicide (I.C. 35-42-1-2).
  - c. Assisting Suicide (I.C. 35-42-1-2.5).
  - d. Voluntary manslaughter (I.C. 35-42-1-3).
  - e. Reckless homicide (I.C. 35-42-1-5).
  - f. Battery (I.C. 35-42-2-1) unless ten (10) years have elapsed from the date the individual was discharge from probation, imprisonment, or parole, whichever is later.
  - g. Aggravated battery (I.C. 35-42-2-1.5)
  - h. Kidnapping (I.C. 35-42-3-2).
  - i. Criminal confinement (I.C. 35-42-3-3).
  - j. A sex offense under (I.C. 35-42-4).
  - k. Carjacking (I.C. 35-42-5-2) (before its repeal).
  - l. Arson (I.C. 35-43-1-1), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
  - m. Incest (I.C. 35-46-1-3).
  - n. Neglect of a dependent as a Class B felony (for a crime committed before July 1, 2014) or a Level 1 felony or Level 3 felony (for a crime committed after June 30, 2014) (I.C. 35-46-1-4(b)(2) and (3)), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
  - o. Child selling (I.C. 35-46-1-4(d)).
  - p. Contributing to the delinquency of a minor (I.C. 35-46-1-8), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
  - q. An offense involving a weapon under I.C. 35-47 or I.C. 35-47.5, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or paroles, whichever is later.
  - r. An offense relating to controlled substances under I.C. 35-48-4, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
  - s. An offense relating to material or a performance that is harmful to minors of obscene under I.C. 35-49-3, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
  - t. An offense relating to operating a motor vehicle while intoxicated under I.C. 9-30-5, unless five (5) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

- u. Domestic battery (I.C. 35-42-2-1.3), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.
- v. An offense that is substantially equivalent to any of the offenses listed in this subsection in which the judgment of conviction was entered under the law of any other jurisdiction.

Information and records obtained under this policy are confidential and shall not be released except as necessary to implement this policy or defend a decision made pursuant to this policy. Prior to the approved screened worker entering onto school property the Prime Contractor shall submit to the Owner's Representative all documents supporting each worker's background history checks. If these documents are not received, the worker shall not be permitted onto school property until all proper documents are received. The School Corporation at any time shall have the right to immediately review any or all information and records obtained by the Prime Contractor under this policy or the School Corporation shall have the right to perform their own background check to confirm the Prime Contractor's proper screening and documentation of a worker/s as per this policy.

Any costs associated with obtaining the expanded criminal history record and the expanded child protection index check are to be borne by the Prime Contractor and shall be included in the Prime Contractor's Bid Sum.

#### **PRIME CONTRACTOR'S AND WORKER'S DUTY TO REPORT ARREST AND/OR CRIMINAL CHARGE**

During the course of the approved worker being on school property, each worker shall be required to immediately report to the Prime Contractor the following:

- A. Arrest or the filing of criminal charges against the worker; and
- B. Conviction of the worker for a crime; and
- C. Substantiated report of child abuse or neglect of which the worker is the subject

The Prime Contractor shall immediately report and notify the School Corporation of such charges in writing. The School Corporation or its designee reserves the right to revoke the worker's allowance to be on-site. At this time, his or her badge will be surrendered, and the worker be immediately removed from school property.

#### **PRIME CONTRACTOR'S RESPONSIBILITIES, PROCEDURES AND REQUIREMENTS FOR DOCUMENTING AND BADGING OF ALL WORKERS ON SCHOOL PROPERTY**

Immediately upon entry of approved worker on to school property and worker performing work, the Prime Contractor shall have had or immediately perform the following:

- A. Issue a badge to the worker in accordance with the following requirements:
  - a. The badge shall be large enough to be noticeable and legible from a distance of 5 feet
  - b. Contain a number
  - c. Contain the name of the worker clearly printed in legible font
  - d. Contain the name of the Contractor of which the worker is employed and performing work
  - e. Contain the start date on-site
  - f. Contain the anticipated end date on-site

- B. Document and maintain an accurate and updated daily log of all workers on-site. The log shall be kept in job-site trailer or another location on-site for review by the Owner's Representative or the Owner upon request. The log shall reflect and document the same information as indicated on the badge issued to the workers.
- C. An updated worker log which lists all approved workers on-site shall be submitted to the Owner's Representative at each Progress Meeting.

#### **ENFORCEMENT AND PRIME CONTRACTOR'S NON-COMPLIANCE WITH REQUIREMENTS**

- A. Any worker on school property not displaying a badge or a valid and current assigned badge will be asked by the Owner's Representative, school administration employee to immediately display a valid and current assigned badge. Failure to produce such a badge within a one-hour timeframe upon request will result in violation of this policy. Workers with such violations will incur monetary penalties of \$25.00 per incident that will be charged to the Prime Contractor. Additionally, the worker will immediately be asked to leave school property until a valid and current badge is assigned and is being displayed by worker. Non-compliance of this policy may be considered a breach of the Prime Contractor's Agreement with the School Corporation. The monetary penalties will be documented and charged to the Prime Contractor per incident and deducted from the Prime Contractor's Contract Amount by Change Order at end of Project.
- B. At each Progress Meeting or at the request of the Owner's Representative, the Prime Contractor fails to submit an up-to-date worker log of all approved workers on-site, a monetary penalty of \$25 will be charged to the Prime Contractor per incident and deducted from the Prime Contractor's Contract Amount by Change Order at end of Project.

#### **JOBSITE CONDUCT POLICY**

In addition to the requirements as set forth by Indiana law (I.C. 20-26-5-10), the following requirements upon each worker will be strictly enforced by the Prime Contractor and School Corporation or its designee:

- **No tobacco of any kind permitted on school property.**
- **No radios will be permitted on jobsite.**
- **Shirts must be worn at all times.**
- **No fraternizing with students and/or staff.**
- **No guns, knives or weapons of any kind will be permitted on school property.**
- **Identification Badge must be worn at all times.**
- **No use of foul language will be tolerated.**
- **Exterior doors shall be secured at all times.**

**Anyone not complying with the above rules will promptly and permanently be removed from school property.**

The Prime Contractor will be charged with clearly communicating and enforcing this policy to ALL workers on school property.

### ACKNOWLEDGEMENT

The Prime Contractor agrees to implement and follow this Policy and assumes full responsibility that all personnel/workers on-site are approved as per the procedures and requirements indicated in this Policy.

I, \_\_\_\_\_, representing \_\_\_\_\_, the Contractor,  
*(Authorized Prime Contractor's Representative)* *(Prime Contractor)*

fully understand the terms of this Policy and will adhere to these Policy procedures and requirements.

The School Corporation understands these procedures are to be followed and implemented by the Prime Contractor and understands that the Prime Contractor will conduct an inquiry into all workers on school property as per this Policy. The School Corporation shall enforce the compliance of this Policy through the Superintendent, or his or her designee.

I, \_\_\_\_\_, representing \_\_\_\_\_, the School Corporation.  
*(Superintendent)* *(School Corporation)*



# **SECTION 01 27 00**

## **MONETARY PENALTIES**

### **1 General**

#### **1.1 Summary**

- A. There shall be Monetary Penalties associated for failure to complete given tasks within the given associated time periods and upon notifications of non-compliance for such tasks listed for the project. These penalties will be handled by issuance of a Deductive Change Order to the Contract.

#### **1.2 Related Sections**

- A. General Conditions of the Contract for Construction: Progress Payments and Final Payment.
- B. Section 01 11 00 – Administrative Provisions.
- C. Section 01 56 90 – Daily Cleaning.
- D. Section 01 33 00 – Submittals for required documentation.
- E. Section 01 77 00 - Contract Closeout: Final Payment.

#### **1.3 Schedule of Penalties**

- A. One week prior to the date of Substantial Completion of the area or space, the Prime Contractor shall develop and submit electronically a comprehensive, detailed and itemized punch list to the Owner's Representative for review. A punch list of EACH space and/or area shall be developed by the Prime Contractor. The punch list shall include all incomplete items/Work and shall list the contractor or subcontractor responsible for completing the incomplete item. Upon receipt of the punch list, the Owner's Representative shall determine if space/area is ready for review by the Owner's Representative, Architect/Engineer. The Contractor shall include a line item for Punch List Development on the schedule of values and payment application. The Contractor shall list an amount of \$5,000 for punch-list development.
- B. Contractor is to notify the Architect and the Owner Representative of the readiness of the project for Punchlist or Final Completion walk-through at least one-week prior to actual visit by both to the site.
- C. Number of Substantial Completion Inspections.

1. There will only be two substantial completion walk-throughs, and each requested visit represents one of these walk-throughs. For all additional visits beyond the designated two and understanding that the additional visits were not required due to fault of the Architect or the Owners Representative, the Contractor will be required to pay the Owner all costs, properly itemized and related to the additional services required by the Architect and the Owner Representative.

D. Number of Final Inspections.

1. There will only be one final completion walk-through inspections, and each requested visit represents one of these walk-through inspections. For all additional visits beyond the designated one, and understanding that the additional visits were not required due to no fault of the Architect or the Owner Representative, that the Contractor will be required to pay the Owner all costs, properly itemized and related to the additional services required by the Architect and the Owner Representative.

E. Project Close-Out Documents Deadline:

1. All project closeout requirements/documents shall be completed within 1 month (30 calendar days) of the Substantial Completion date for the final Phase. All Closeout Documents shall meet the approval of the Architect and Owner's Representative after review. The Contractor shall be charged \$150.00 per day past the designated time noted above for failure to provide all approved/acceptable closeout documents, and a Change Order will be issued against the Final Payment.

F. Daily Cleaning:

- G. All Contractors shall participate in cleaning activities as per Section 01 56 90. Failure for Contractors to participate in daily cleaning activities as per Section 01 56 90 shall incur penalties/costs as indicated in Section 01 56 90. The Contractor shall list an amount of \$10,000 on the Schedule of Values for cleaning.

H. Substantial Completion Dates:

1. The Substantial Completion Date is indicated in Section 01 32 00 Progress Schedule as designated for the Work. Work not completed by the designated Substantial Completion Date will incur a monetary penalty of **\$250 per calendar day for each calendar day after the stipulated Substantial Completion Date, unless previously waived in writing by the Owner's Representative.**
2. To adhere to the Substantial Completion Date and to avoid monetary penalties, the Contractors shall be required to work additional hours, overtime, holidays, weekends and/or second shifts to complete this Work.



I. Completion of Punch List Items:

1. Unless previously discussed and approved in writing by the Owner's Representative and/or the Architect, all Punch List items shall be completed within 7 calendar days after the Substantial Completion Date for that Area/Phase of Work. The Contractor shall be charged **\$150.00 per calendar day** past the designated time noted above for failure to have completed all Punch List Items to the satisfaction of the Architect, Engineer and Owner's Representative, and a Change Order will be issued against the Final Payment.

**2 Products**

Not Used.

**3 Execution**

Not Used.

**END OF SECTION**



# **SECTION 01 29 00**

## **PAYMENT PROCEDURES**

### **1 General**

#### **1.1 Requirements Included**

- A. Format.
- B. Preparation of Applications.
- C. Submittal Procedures, including certified payroll.
- D. Payment.
- E. Final Payment.

#### **1.2 Related Requirements**

- A. General Conditions of the Contract for Construction: Progress Payments and Final Payment.
- B. Section 01 21 00 - Allowances.
- C. Section 01 33 00 - Submittals: Submittal procedures.
- D. Section 01 33 00 - Submittals: Schedule of Values.
- E. Section 01 77 00 - Contract Closeout: Final Payment.

#### **1.3 Format**

- A. AIA G702 and AIA G703 - Application and Certificate for Payment.

#### **1.4 Preparation Of Applications**

- A. Type required information or use media-driven printout.
- B. Execute certification by signature of authorized officer.
- C. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for products stored on site.
- D. List each authorized and fully executed Change Order and/or Allowance Authorization as an extension on continuation sheet, listing Change Order and/or Allowance Authorization number and dollar amount.
- E. Prepare Application for Final Payment as specified in Section 01 77 00.
- F. Submit "pencil copy" of payment application to Owner's Representative a week before the end of each month.

- G. When Architect or Owner's Representative requires substantiating information, submit data justifying line item amounts in question. Support application with receipts and other vouchers showing payment for materials and labor and other such evidence of the Contractor's right to payment as the Architect or Owner's Representative may direct.

## **1.5 Submittal Procedures**

- A. Submit applications monthly. Submit "pencil copy" of payment application to Owner's Representative a week before the end of each month. Payment applications shall be based on the cost of labor and materials incorporated in the Work and for the value of materials suitably stored at the site.
- B. Payment for stored materials, equipment and fabricated items will not be processed until said materials, equipment and fabricated items have been incorporated into the Work.
- C. Only upon prior written approval from Owner's Representative, if application is made for materials, equipment and fabricated items not incorporated in the Work but delivered and stored at the site, submit bill of sale or other documentation to establish Owner's title to such material. Store said materials, equipment, and fabricated items so that they will not deteriorate or be damaged in any way. Safeguard said materials, equipment, and fabricated items from theft, burglary, pilferage, fire, vandalism, and mischief.
- D. Only upon prior written approval from Owner's Representative, if application is made for materials, equipment and fabricated items not incorporated in the Work but stored off-site, the requirements as indicated in AIA A201 General Conditions Document; Article 9 will be enforced.
- E. The Contractor retains sole responsibility for the care and protection of materials and Work installed in the building or materials stored on the site for which payment has been made and for the restoration of damaged Work and replacement of damaged or stolen materials.
- F. No provision of the above articles is to be construed as a waiver of right of the Owner to require fulfillment of all terms of the contract.
- G. It is accepted for Payment Applications to be transmitted via email in lieu of regular mail. Notary seal and signature must be clearly visible and legible for payment application to be considered and accepted.

## 1.6 Payment

### A. Architect and Owner's Representative's Responsibilities:

1. After "pencil copy" has been approved by Owner's Representative, Contractor shall submit such approved application to Architect via email, and copy Owner's Representative. Architect shall certify payment and email completed certified payment application to Owner's Representative for delivery to Owner for payment. Note: Contractor shall be aware that each payment application, once approved and certified, must be entered into claims for school board action and approval. Contractor shall allow for up to 45 days from date of certification of approved payment application by Architect.
2. If upon receipt of the "pencil copy" of the payment application, the Owner's Representative may request the Contractor to make the required adjustments to protect the Owner. Items that may require adjustments to the "pencil copy" are as follows but not limited to:
  - a. Defective Work not remedied.
  - b. Claims filed or reasonable evidence indicating probable filing of claims.
  - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
  - d. Damage to another Contractor.
  - e. In the opinion of the Owner's Representative the requested payment does not reflect the work in place and completed.
3. When advised by Contractor that Work is substantially completed, within a reasonable time, make a joint visit to the Work with the Contractor, and if the Architect determines that the Work is substantially complete, prepare a Certificate of Substantial Completion to be submitted to the Owner and the Contractor for their execution.
4. The Architect may withhold a recommendation for payment in whole or in part, if the Project Schedule falls behind schedule and an approved accelerated plan is not acted upon to the satisfaction of the Owner's Representative.

### B. Owner's Responsibilities:

1. Payment of the amount certified to be due the Contractor. Payment will be made for ninety-five percent (95%) of the amount certified. The remaining five percent (5%) will be held as retainage throughout the duration of the Project. **Refer to Section 01 77 00; 1.6 Substantial Completion and Contract Closeout Procedures for release of retainage requirements.**

2. For Contracts in excess of \$200,000, establishment of an escrow retainage account in accordance with the provisions of Indiana Code, 5-16-5.5. Contractor shall coordinate establishment of an escrow account with Owner or submit a request letter to the Owner and the Owner's Representative) stating they would like the Owner to hold retainage. Letter shall be issued immediately upon receipt of Notice to Proceed. It is the responsibility of the Contractor to initiate and coordinate the establishment of the escrow account. All costs for set-up of the escrow account and agreement shall be borne by the Contractor.

## 1.7 Final Payment

- A. The making and acceptance of the final payment constitutes a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty Work appearing after Substantial Completion or from failure to comply with Drawings and Specifications and the terms of any special guarantees specified in the Contract and of all claims by the Contractor, except those previously made and still unsettled.
  1. Final Payment shall not be made until all closeout documents have been received and approved by the Owner's Representative. This includes the completion of all punch list items to the satisfaction of the Architect and the Owner's Representative. **Refer to Section 01 77 00; 1.6 Substantial Completion and Contract Closeout Procedures for release of retainage requirements.**

## 2 Products

Not Used.

## 3 Execution

Not Used.

**END OF SECTION**

# SECTION 01 31 17

## PROJECT MEETINGS

### 1 General

#### 1.1 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. Owner will provide a space within the existing building to conduct all above listed meetings.
- C. Contractor or Awardee shall be required to have present at each of the project meetings a representative acceptable to the AE and Owner's Representative. The designated representative shall have sufficient authority and knowledge to make decisions for the Contractor he is representing on matters affecting this Project.
- D. Contractor or sub contractor for which the Contractor is responsible, or representative unable to attend a specified meeting shall have an acceptable alternate representative designated and **shall notify the Owner's Representative via email not less than 3 calander days prior to date of meeting.**

#### 1.2 Pre-Construction Conference

- A. The purpose of this meeting is to review submittals that will be required by the Contractors and to review the project procedures that are to be followed during the progress of construction.
- B. Advance written notice of the Pre-Construction Conference date, time, and place will be sent to various successful bidders by the Owner's Representative. Prime Contractor shall require all their principal subcontractors to attend or participate via conference call.
- C. Agenda: Discuss items of significance that could affect progress, including but not limited to the following:
  - 1. Discussion of Construction Schedule.
  - 2. Critical work sequencing.
  - 3. Designation of responsible personnel.

4. Processing of field decisions.
  5. Procedures for processing Application 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. Construction staging areas, access drives, temporary fencing and maintenance.
    - b. Office and storage areas.
      - 1) Temporary electric for job office trailers.
    - c. Rule 5 and erosion/dust control and maintenance.
    - d. Porta-let locations and access.
    - e. Owner's requirements.
      - 1) Access.
  10. Major equipment deliveries and priorities.
  11. Safety and first-aid procedures.
  12. Security procedures.
    - a. Signage
  13. Housekeeping procedures.
    - a. Daily cleaning of all construction areas, site, streets, drives, walks.
    - b. Weedeating, mowing, trash control.
  14. Working hours.
- D. The Owner's Representative shall prepare minutes and record significant discussions and agreements and disagreements of each conference, and the approved schedule. The Owner's Representative shall promptly distribute the record of the meeting to everyone concerned.

### **1.3 Pre-Installation Conferences**

- A. Conduct a pre-installation conferences at the project site before each construction activity and as requested by Owner's Representative.



- B. The Contractor shall be responsible for scheduling pre-installation meetings, sending out agenda, recording and distributing meeting minutes and confirming all required personell (Attendees) as listed below are present. The pre-installation conference date and time shall be coordinated and approved by the Owner's Representative. Contractor shall provide a minimum of 7 calander days notice of pre-installation meeting date.
  
- C. 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. Contractor shall schedule conferences and advise the Architect and Owner's Representative of scheduled meeting dates.
  - 1. Review the progress of other construction activities and preparations for particular activity under consideration at each pre-installation conference, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related Change Orders.
    - d. Purchases.
    - e. Deliveries.
    - f. Shop drawings, product data, and quality control samples.
    - g. Review of mock-ups.
    - h. Possible conflicts.
    - i. Compatibility problems.
    - j. Time Schedules.
    - k. Weather limitations.
    - l. Manufacturer's recommendations.
    - m. Warranty requirements.
    - n. Compatibility of materials.
    - o. Acceptability of substrates.
    - p. Temporary facilities.
    - q. Space and access limitations.
    - r. Governing regulations.

- s. Safety.
  - t. Inspecting and testing requirements.
  - u. Required performance results.
  - v. Protection.
2. 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.
- D. Contractor and appropriate Sub-contractors shall review and comply with required pre-installation conferences outlined in the Contract Documents. (See individual Specification Sections.)

#### **1.4 Progress Meetings**

- A. Progress meetings will be established on a bi-weekly basis or more frequently as determined by the A.E. or the Owner's Representative, to review the progress of construction, possible delays, problems, and projected construction activity. The Owner's Representative will provide a Project Meeting Schedule to the Contractor at the Pre-Construction Meeting. The Contractor and Contractor's sub-contractors shall plan on attending approximately 22 Progress Meetings. Contractor and his principal sub-contractors, suppliers' representatives or manufacturer's representatives required to attend as requested by the Owner's Representative and failing to be in attendance at project meetings, when specifically requested, will be taken into consideration when payment applications are being considered for approval by the Architect and the Owner's Representative.
- 1. Notice of said meetings will originate in the office of the Owner's Representative.
  - 2. Contractor will 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 Owner's Representative and Architect. Attendance at these meetings is required for approval of the Contractor's Application for Payment.
  - 4. Coordinate dates of meetings with preparation of payment requests.
  - 5. Contractor shall be required to submit to the Owner's Representative the attached Contractor Progress Report, found at the end of this Section, before each progress meeting. Contractor will be required to review same during the meeting.
- B. Minimum Agenda shall be as follows but not limited to the following:

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. Review and discuss possible long lead products/equipment.
6. Develop corrective measure and procedures to regain planned schedule.
7. Revise Construction Schedule as indicated.
8. Plan progress during next work period.
9. Review submittal schedules, expedite as required to maintain schedule.
  - a. Tracking of material deliveries.
10. Maintaining of quality and work standards.
11. Review possible security safety issues.
12. Review and discuss testing.
13. Complete other current business.
14. Documentation of information for approval of Applications for Payment.
15. Current Covid-19 school policy and requirements when applicable.
16. Criminal History / Background Check Requirements and update when applicable.

### **1.5 Pre-Closeout Meeting**

- A. When the work or designed portion thereof is 75 percent substantially complete, by billing, The Architect and the Owner's Representative will conduct a Pre-Closeout Meeting.
- B. Minimum agenda will be to review Section 01 77 00 – Closeout Procedures.
  1. O & M Manuals – Required at 75 percent completion by billing.
  2. Prerequisites to Substantial Completion.
  3. Wrap-up all RFP's.
  4. Punch Lists development.
  5. Record Drawings.
  6. Start to Finalize Change Orders.

7. Test and Balance.
8. Sequence of Operations. BMS Operations.
9. Extra Stock.
10. Owner's Training.
11. Final Payment Application.

C. Contractor and appropriate and designated sub-contractors shall attend this "Progress Meeting" for Pre-Closeout.

## **2 Products**

Not Used.

## **3 Execution**

Not Used.

**END OF SECTION**

**OWEN VALLEY MIDDLE SCHOOL ADDITION AND RENOVATIONS AND RELATED  
WORK**

**CONTRACTOR'S PROGRESS MEETING REPORT**

**Date:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Average Manpower on Site (Including Subcontractors):** \_\_\_\_\_

**Progress Since Last Progress Meeting:**

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**Planned Progress to Next Progress Meeting:**

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**Major Material Delivery Status:**

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**Construction Schedule Status and Plan to Resolve Any Issues:**

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Signed: \_\_\_\_\_



# **SECTION 01 32 00**

## **PROGRESS SCHEDULE**

### **1 General**

#### **1.1 Requirements Included**

- A. Compliance and schedules.
- B. Construction schedule.
- C. Project Guideline Schedule: Attached at the end of this Section.

#### **1.2 Compliance and Schedules**

- A. Guideline Schedule indicates milestone activities for the Project, as well as anticipated completion dates. Prior to bidding Project, all Contractors shall review the guideline schedule to determine if the intent of the schedule can be met. The guideline schedule is to be used for bidding purposes only; however, the indicated completion date of all Work of the Project must be accomplished by Contractor. Coordination between all Contractors and with subcontractors is a must.
- B. Contractor is responsible to expedite approvals and deliveries of material so as not to delay job progress.
- C. Contractor shall begin each phase of work as quickly as physically possible. Coordinate with subcontractors.
- D. Contractor shall fully cooperate with the Owner's Representative and Architect in the coordination of the Work and the convenience of the Owner.
- E. The construction schedule will be established with dates as listed in the Project Guideline Schedule with the input from the successful bidders and reviewed during the pre-construction meeting, updated every two weeks, reflecting the construction progress.
- F. Contractor, subcontractors, suppliers, and manufacturers shall schedule materials deliveries and installations to conform with the Contract Documents and provisions to this effect shall be included in all subcontracts.

#### **1.3 Construction Schedule**

- A. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

- B. Construction Schedule Updating Reports: Submit with Applications for Payment.
- C. Daily Construction Reports: Submit at weekly intervals. Reports to be supplied in electronic pdf format to Owner's Representative and Architect.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.
- E. Contractor shall bind himself and his subcontractors to work as per the updated/revised schedule from time to time, even though there may be changes in the schedule for his scope of work.
  - 1. Contractor shall work overtime, nights, and weekends, if necessary to maintain his portion of the project construction schedule and to meet and adhere to the Project Guideline Schedule.
    - a. Overtime, night, and weekend work will be at no additional cost to the Owner.
    - b. Failure to maintain his portion of the schedule may jeopardize his pay application approval.
    - c. If the Contractor does not maintain his portion of the schedule the Owner will have the right to supplement the Contractor's forces. All costs associated with the Owner hiring additional forces to maintain/restore the schedule shall be deducted from the Contractor's contract amount.
- F. Refer to General Conditions, Items 8.3.1 and 8.3.2 for inclement weather delays.
- G. Neither the Owner, Owner's Representative, nor the Architect shall in any way be accountable for acts of omissions by Contractor for non-compliance to the Contract Requirements of the approved progress schedule.

#### **1.4 Coordination**

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

#### **1.5 Project Guideline Schedule**

- A. See Project Guideline Schedule attached at the end of this Section.



## **2 Products**

### **2.1 Contractor's Construction Schedule, General**

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following.
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by the Owner's Representative.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time. Include no fewer than 14 calendar days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 6. Punch List and Final Completion: Include not more than 14 calendar days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work Under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  - 4. Work Restrictions: Show the effect of the following items on the schedule:

- a. Uninterruptible services.
  - b. Provisions for future construction.
  - c. Seasonal variations.
  - d. Environmental control.
5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Project Guideline Schedule and Contract Documents, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
- 1. Unresolved issues.
  - 2. Unanswered Requests for Information.
  - 3. Rejected or unreturned submittals.
  - 4. Notations on returned submittals.
  - 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 7 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

## **2.2 Contractor's Construction Schedule (Gantt Chart)**

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 20 calendar days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## **2.3 Contractor's Construction Schedule (CPM Schedule)**

- A. General: Prepare network diagrams using AON (activity-on-node) format.

- B. Startup Network Diagram: Submit diagram within 20 days of date established for the Notice to Proceed. Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- C. CPM Schedule: Prepare Contractor's construction schedule using a cost- and resource-loaded, time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use not later than 30 days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Owner's Representative/ Architect's approval of the schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time for individual activities. Indicate non-working days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probably critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility Interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing.
    - j. Punch list and final completion.

- k. Activities occurring following final completion.
- 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
- 3. Processing: Process data to produce output data on a computer-drawing, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
- 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
  - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Main events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.
- G. Schedule Updating: concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.

5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the contract Time.

## **2.4 Reports**

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events.
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Construction Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report to Architect and Owner's Representative. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### **3 Execution**

#### **3.1 Contractor's Construction Schedule**

- A. Contractor's Construction Schedule Updating: Every two weeks, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Owner's Representative and Architect, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules 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 performance of construction activities.

### **END OF SECTION**

#### **SECTION 01 32 00 – PROJECT GUIDELINE SCHEDULE (Also reference Construction Phasing Plan Drawing)**

**DECEMBER 14, 2023** – Tentative Date for School Board to Award Contracts

**DECEMBER 15, 2023** – Tentative Date for Contractor to be issued Notice to Proceed. Immediately start development of submittals.

**FEBRUARY 2, 2024** – All submittals have been submitted and approved.

**MAY 27, 2024** – Project Start Date. (Refer to Construction Phasing Plan Drawing for areas to start construction activities)

**AUGUST 2, 2024 – Substantial Completion Date** for the Nurses Suite Area and Main Entrance Sidewalk, Main Entrance and SRO Office.  
**Substantial Completion Date** for Upper-Level Work if these Alternates are approved.

**NOVEMBER 8, 2024 – Substantial Completion Date** for new Administration Office areas and support spaces.

**NOVEMBER 18, 2024 – Start Date** for demolition activities and new construction at existing Administration Office areas and support spaces.

**FEBRUARY 28, 2025 – Substantial Completion Date** for renovated existing Administration Office Area, new Media Center and associated spaces.

**MARCH 28, 2025 – CLOSEOUT DOCUMENTS:**

- All Close-out items are submitted and approved by Owner's Representative (Penalties of \$150 per calendar day after March 28, 2025 will be assessed to Contractors not having achieved this)





# SECTION 01 33 00

## SUBMITTALS

### 1 General

#### 1.1 Requirements Included

- A. Procedures.
- B. Construction Progress Schedules.
- C. Schedule of Values.
- D. Shop Drawings.
- E. Request for Electronic Files.
- F. Product Data.
- G. Manufacturer's Instructions.
- H. Samples.

#### 1.2 Related Requirements

- A. Section 01 21 00 - Allowances.
- B. Section 01 29 00 - Payment Procedures: Submittal of Applications.
- C. Section 01 45 00 - Quality Control: Manufacturers' field service reports.
- D. Section 01 77 00 - Contract Closeout: Closeout submittals.

#### 1.3 Procedures

- A. The Contractor shall provide a Project Management Program such as ProCore to manage and procure submittals, RFIs, PRs, etc....
- B. Forward submittals to Three-I Design, Attention: Gordon Klaus; 2425 W Indiana St, Evansville, IN 47712
- C. Phone: (812) 423-6800
  - 1. Address shop drawings to "Shop Drawing Manager".
- D. Transmit each item under Architect accepted form.
  - 1. Identify Project, Contractor, subcontractor, major supplier; identify pertinent Drawing sheet and detail number, and Specification Section number, as appropriate.
  - 2. Identify deviations from Contract Documents.

3. Provide space for Contractor and Architect review stamps.
- E. Submit log showing required submittals for each bid specification in duplicate within fifteen (15) days after date established in Notice to Proceed.
  - F. Submit initial progress schedules, and schedule of values in duplicate within thirty (30) calendar days after date established in Notice to Proceed.
    1. After review by Architect and Owner's Representative, revise and resubmit as required.
    2. Submit revised schedules with each Application for Payment, reflecting changes since previous submittal.
  - G. Comply with progress schedule for submittals related to Work progress.
    1. Coordinate submittal of related items.
  - H. After Architect review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
  - I. Immediately after approval of submittal, provide **hard copies** of approved submittals to Owner's Representative on-site. Provide full size drawings of submittals where applicable. Provide labeled binders with index tabs to identify submittals in sequential order with same format as per specification sections.
  - J. Distribute copies of reviewed submittals to concerned persons.
    1. Instruct recipients to promptly report any inability to comply with provisions.
    2. Electronic submittals are required.

#### **1.4 Construction Progress Schedules**

- A. Submit horizontal bar chart with separate bar for each major trade or operation, identifying first workday of each week. As per Section 3.10 of AIA 201, The schedule shall include a detailed breakdown of planned duration, start date and completion date for each activity and estimated dates for delivery of submittals, materials and equipment. The schedule shall not exceed time limits of the Work as indicated in the Contract Documents, shall be revised and accurately updated every two weeks as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, shall provide for expeditious and practicable execution of the Work and must be reviewed and approved by the Owner's Representative in writing to be determined "current "and to be utilized moving forward.

- B. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities.
  - 1. Show projected percentage of completion for each item of Work as of time of each Application for Progress Payment.
  - 1. Show submittal dates required for shop drawings, product data, and samples, and product delivery dates, including those furnished by Owner and those under Allowances. **All** submittals are required to be submitted by no later than 45 calendar days after notice to proceed has been issued. Specifically itemize and indicate long-lead items such as structural steel, storefront systems, security glazing, glazing, window units, paint finishes, ceiling systems, doors and hardware, electronic door hardware, toilet partitions, toilet accessories, storm water pipe and structures, HVAC equipment, VFDs, Pumps, Plumbing equipment and fixtures, Electrical Switchgear, Panels and Devices, casework, and floor finishes on the Construction Schedule.

### **1.5 Schedule Of Values**

- A. Submit typed schedule on AIA Form G703; Contractor's standard form or media-driven printout will be considered on request. Submit to Owner's Representative for comment and approval. Schedule of Values shall be adjusted at the request of the Owner's Representative.
- B. Format: Table of Contents of this Project Manual. Identify each line item with number and title of the major Sections.
- C. Contractor to separate and itemize specific work as requested by Owner's Representative.
- D. Include in each item amount of Allowances specified in Section 01 21 00.
- E. Include in each line item a directly proportional amount of Contractor's overhead and profit.
- F. Include a line item for Daily and Final Cleaning for the amount of ½% of the Contract amount.
- G. Include a line item for Closeout Documents for the amount of 1% of the Contract amount.
- H. Revise schedule to list change orders on each application for payment.

### **1.6 Request For Electronic Files**

- A. At the request of any Contractor, the Architect will provide electronic drawing files in AutoCAD 2019 or later format to aid the Contractor in preparation of shop drawings or record drawings.
  - 1. A signed affidavit is required before release of any AutoCAD files, stating that the information received will not be used for any purpose other than in the preparation of shop drawings or record drawings for this project.

## 1.7 Shop Drawings

- A. Forward Shop Drawings to Three-I Design and copy the Owner's Representative.
- B. Transmit each item using the Electronic Submittal Transmittal provided by or approved by the Architect.
  - 1. Identify deviations from Contract Documents.
  - 2. Provide space for Contractor and Architect review stamps.
  - 3. Submit all required shop drawings within 45 calendar days of date of issuance of Notice to Proceed. **All** submittals are required to be submitted by no later than 45 calendar days after notice to proceed has been issued. Specifically itemize and indicate long-lead items such as structural steel, storefront systems, security glazing, glazing, window units, paint finishes, ceiling systems, doors and hardware, electronic door hardware, toilet partitions, toilet accessories, storm water pipe and structures, HVAC equipment, VFDs, Pumps, Plumbing equipment and fixtures, Electrical Switchgear, Panels and Devices, casework, and floor finishes.

## 1.8 Product Data

- A. Forward Shop Drawings to Three-I Design and copy the Owner's Representative.
- B. Transmit each item using the Electronic Submittal Transmittal provided by or approved by the Architect.
  - 1. Identify deviations from Contract Documents.
  - 2. Provide space for Contractor and Architect review stamps.
- C. Identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to the Work.
  - 1. Submit all required product data within 45 calendar days of date of issuance of Notice to Proceed. **All** submittals are required to be submitted by no later than 45 calendar days after notice to proceed has been issued. Specifically itemize and indicate long-lead items such as structural steel, storefront systems, security glazing, glazing, window units, paint finishes, ceiling systems, doors and hardware, electronic door hardware, toilet partitions, toilet accessories, storm water pipe and structures, HVAC equipment, VFDs, Pumps, Plumbing equipment and fixtures, Electrical Switchgear, Panels and Devices, casework, and floor finishes  
Manufacturer's Instructions and Warranties
- D. When required in individual Section, submit manufacturer's warranties and printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.

- E. Forward Shop Drawings to Three-I Design and copy the Owner's Representative.
- F. Transmit each item using the Electronic Submittal Transmittal provided by or approved by the Architect.
  - 1. Identify deviations from Contract Documents.
  - 2. Provide space for Contractor and Architect review stamps.
  - 3. Submit all required shop drawings within 45 calendar days of date of issuance of Notice to Proceed. All submittals are required to be submitted by no later than 45 calendar days after notice to proceed has been issued. Specifically itemize and indicate long-lead items such as structural steel, storefront systems, security glazing, glazing, window units, paint finishes, ceiling systems, doors and hardware, electronic door hardware, toilet partitions, toilet accessories, storm water pipe and structures, HVAC equipment, VFDs, Pumps, Plumbing equipment and fixtures, Electrical Switchgear, Panels and Devices, casework, and floor finishes Products

Not Used.

## **2 Execution**

Not Used.

**END OF SECTION**



# SECTION 01 45 00

## QUALITY CONTROL

### 1 General

#### 1.1 Requirements Included

- A. General Quality Control.
- B. Workmanship.
- C. Manufacturers' Instructions.
- D. Manufacturers' Certificates.
- E. Manufacturers' Field Services.
- F. Testing Laboratory Services.

#### 1.2 Related Requirements

- A. Section 01 11 00 - Administrative Provisions: Applicability of specified reference standards.
- B. Section 01 33 00 - Submittals: Submittal of Manufacturer's Instructions.

#### 1.3 General Quality Control

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

#### 1.4 Workmanship

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

#### 1.5 Manufacturers' Instructions

- A. Comply with instructions in full detail, including each step in sequence.
  - 1. Should instructions conflict with Contract Documents, request clarification in writing from Architect before proceeding.

## **1.6 Manufacturers' Certificates**

- A. When required by individual Section, submit manufacturer's certificate, in duplicate, that products meet or exceed specified requirements.

## **1.7 Manufacturers' Field Services**

- A. When specified in respective Sections, require manufacturer to provide qualified personnel to observe field conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to make appropriate recommendations. Contractor shall notify Owner's Representative and Architect in writing or email one week prior to the on-site arrival of Manufacturer's Representative. Contractor shall be responsible for all associated costs for testing.
- B. Representative shall submit written report to Architect and Owner's Representative in electronic format listing observations and recommendations within 48 hours from date of inspection, test or site visit. Report shall be fully executed and signed by Contractor and Manufacturer's Representative performing inspection, test or site visit.
- C. In the event the Architect and/or Owner's Representative feel that a visit to the Project site by an authorized Manufacturer's Representative is warranted to inspect, review and address concerns of a piece of equipment or product regarding the product's or equipment's installation, condition, performance, operation or possible compromise of warranty, the Contractor shall promptly schedule the Manufacturer's Representative to visit the site at no cost to the Owner or Architect. All costs for the Manufacturer's Representative's visit shall be the responsibility of the Contractor.

## **1.8 Testing Laboratory Services**

- A. The Contractor will employ and pay for services of an Independent Testing Laboratory to perform inspections, tests, and other services required by individual Specification Sections.
- B. Services will be performed in accordance with requirements of governing authorities and with specified standards.
- C. Reports will be submitted to Architect in duplicate giving observations and results of tests, indicating compliance or non-compliance with specified standards and with Contract Documents.
- D. Contractor shall cooperate with Testing Laboratory personnel; furnish tools, samples of materials, design mix, equipment, storage and assistance as requested.
  - 1. Notify Architect, Owner's Representative and Testing Laboratory twenty-four (24) hours prior to expected time for operations requiring testing services.



2. Make arrangements with Testing Laboratory and pay for additional samples and tests for Contractor's convenience.
- E. Test results shall be made available to Contractors for informational purposes only.
    1. The accuracy of said results is not warranted by either the Architect or Owner and said testing shall in no way serve to relieve the Contractor from responsibility for performing the tested work in accordance with the Contract Documents.
  - F. Test results indicating non-compliance with specified standards and with the Contract Documents shall be re-tested at the Contractor's expense.
  - G. Contractor is to utilize Patriot Engineering of Evansville Indiana for all concrete, asphalt pavement and soil testing as required by applicable Specification Sections. Contractor shall be responsible for all coordination, scheduling and associated costs for such testing. Copy of all test reports shall be emailed to Owner's Representative within 24 hours of each test.

## **2 Products**

Not Used.

## **3 Execution**

Not Used.

## **END OF SECTION**



# **SECTION 01 50 00**

## **TEMPORARY FACILITIES AND CONTROLS**

### **1General**

#### **1.1 Requirements Included**

- A. Electricity.
- B. Lighting.
- C. Heating, Cooling, Ventilation, Dehumidification.
- D. Telephone Service.
- E. Water.
- F. Sanitary Facilities.
- G. Barriers.
- H. Protection of Installed Work.
- I. Security.
- J. Water Control.
- K. Cleaning During Construction.
- L. Contractor Employee Provisions.
- M. First Aid Personnel.
- N. Removal.

#### **1.2 Related Requirements**

- A. Section 01 11 00 - Administrative Provisions: Contractor use of premises.
- B. Section 01 32 00 - Progress Schedule.
- C. Section 01 56 90 – Daily Cleaning.
- D. Section 01 77 00 - Contract Closeout: Final cleaning.

#### **1.3 Utilities Use Charges**

- A. Temporary Water Service: "General Construction" Contractor shall arrange for and pay for labor, equipment, and materials to install temporary water connection and meter/s to local utility company water system if needed. Coordinate with local utility company and with Owner's Representative. Owner shall pay for all water usage charges.

- B. Temporary Electric Power Service: Contractor shall arrange for and pay for labor, equipment, and materials to install temporary and permanent electrical connections and meter/s to local electric utility company electrical power and connections for electrical service to construction areas and Job-Site office trailers if applicable. Owner will be responsible for electric usage charges.

#### **1.4 Electricity**

- A. Contractor shall furnish and install temporary special connections and temporary electrical distribution panels of sufficient size for services required other than extension cords.
- B. Contractor shall provide, install and maintain in a timely manner temporary power distribution panels in all areas and at locations to remote and maintain construction activities as required. All electrical distribution panels shall be of sufficient size and meet all applicable electrical code requirements.
  - 1. Extension cords to be provided by each Prime Contractor.

#### **1.5 Lighting**

- A. Contractor shall provide interior and exterior temporary lighting as directed by Owner's Representative with local switching that provides adequate illumination for construction operations, observations, inspections, security and traffic conditions.
- B. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system. Contractor shall provide, install and maintain in a timely manner and as per Owner's Representative, temporary lighting in all areas to promote and maintain construction activities as required.
- C. All areas where work is being performed shall have temporary lighting with a minimum foot candle level of 25 fcl's which shall be measured at a distance of 4' above the finished floor. All temporary lighting shall be fixtures with LED lamps. Complete and full lighting coverage shall be provided and coordinated as construction progresses.
- D. Contractor shall be responsible for complete removal of temporary lighting as permanent lighting is installed and provides illumination of spaces.

#### **1.6 Heat, Air-Conditioning, Ventilation, Humidity Control**

- A. Provide temporary equipment to maintain temperature, proper and acceptable humidity levels, and ventilation in enclosed areas to provide ambient conditions for storage, preparation, and Work; to cure installed materials, to prevent condensation, and to prevent accumulations of dust, fumes, and gasses.

- a. For a period of seven days prior to interior finishing (wall coverings, resilient tile, acoustical ceilings, etc.) maintain a maximum of 75 degrees F and humidity levels between 45% through 50% in that respective space until final acceptance by the Owner.
  2. The permanent ventilation, humidity control and cooling system components may be used for temporary ventilation, humidity control and cooling where available as indicated in 1.6.C of this Section. The building shall be in the finishing stages and the permanent system must be installed as designed when used to supply temporary ventilation or cooling. This shall include permanent wiring connections to a permanent power source. Provide all phases of operation, maintenance, control, and items of like nature during the time the permanent system is used to furnish temporary ventilation or cooling.
    - a. At the termination of the use of the permanent system as temporary ventilation or cooling system, the system shall be thoroughly cleaned, equipped with new filters, new belts if required, etc., and any damage repaired or replaced.
    - b. The use of the permanent system for temporary ventilation or cooling shall not affect the warranty period which begins on the date of Substantial Completion of the Project.
- B. Maintain temperature in enclosed areas at a minimum 60 degrees F through 75 degrees.
- C. **Use of Permanent HVAC Equipment Prior to Date of Substantial Completion;** when construction has progressed to a phase of completion where entire building is weathertight, all exterior permanent doors and windows are installed, exterior building envelope construction is complete and sealed, including completed installation of roof systems, exterior wall panels, window units, storefront systems, flashings, gutters and downspouts are complete, the use of permanent equipment and systems may be considered if approved in writing by A/E and Owner's Representative. Where permanent new mechanical equipment is utilized for conditioning of spaces under construction, the Warranty for such equipment shall not begin or become initiated until the Certificate of Substantial Completion is issued for that space(s) for which that equipment serves. All new mechanical equipment proposed to be utilized shall have been properly started and inspected by a qualified manufacturer's representative and as per related specifications included in project specifications. All mechanical safety devices, fire protection devices shall have been tested and be in full operation, construction set of filters are in place and all chilled and hot-water piping systems have been completed, tested, and cleaned and balanced.

Additionally, prior to substantial completion, a qualified manufacturer's representative shall inspect the mechanical equipment and indicate in writing to the Owner's Representative that the equipment and all components, such as ductwork, coils, interior of all components, etc., are clean to like new condition and fully acceptable as per manufacturer's requirements and approved by the Owner's Representative. This procedure shall be performed on all HVAC equipment, VAVs, pumps, fans, etc...that is requested to be utilized for conditioning of spaces. Any cleaning, repair, adjustments or costs associated with any corrections to the equipment shall be the responsibility of the Contractor. The Contractor shall be responsible for all above requirements and also complete proper maintenance, filter changes including costs of filters, etc. of all equipment utilized until the Certificate of Substantial Completion is issued. All return duct openings shall be covered with approved filter media and shall be changed a minimum of twice a week or as determined by Owner's Representative.

- D. **Construction areas conditioned by existing HVAC equipment;** the Contractor shall be responsible for filter changes of all existing HVAC equipment (VAVs, AHUs) serving all of the construction areas conditioned by existing HVAC equipment.
  - a. Contractor shall be responsible for installation, changing and maintaining temporary filter media at all return ductwork locations that serve all construction areas. Contractor shall be responsible for cleaning of all existing VAVs, AHUs, coils and ductwork serving construction areas if deemed by the Owner's Representative the Contractor is not installing, maintaining and changing media temporary media filter at the requested frequency to keep existing ductwork and coils clean and free of dust generated by construction activities.

## **1.7 Telephone Service**

- A. Provide cellular telephone to job superintendent during construction period.

## **1.8 Water**

- A. Contractor shall provide service required for construction operations.
  - 1. Extend branch piping with outlets located so that water is available by use of hoses.

## **1.9 Sanitary Facilities**

- A. Contractor shall provide and maintain required facilities and enclosures of sufficient quantity to support number of workers on-site. Location of sanitary facilities/portalets shall be reviewed and approved by Owner's Representative. All Owner's restroom facilities are off-limits to all contractors.

## 1.10 Barriers

- A. Contractor shall provide interior and exterior barriers and signage as required and as directed by the Owner's Representative to prevent public entry to construction areas, to provide for Owner's use of site, and to protect all adjacent spaces, properties, sidewalks, pavement, yard spaces, etc... from damage of any kind from construction operations.
  - 1. Contractor shall provide interior temporary wall construction at areas as designated on plans. Wall construction shall be as follows:
    - a. Interior barriers around Administration Offices: Metal stud wall construction with 5/8" gypsum board on Owner occupied side. Wall construction shall extend up to bottom of upper-level joists. Provide lockable door openings at appropriate areas for access into the construction areas.
    - b. Interior barriers along exterior wall openings: Metal stud wall construction with 5/8" gypsum board on Owner occupied side. Wall construction shall extend up to bottom of upper-level joists. Install 1/2" OSB board on exterior of wall. Install batt insulation in wall construction. Provide lockable door openings at appropriate areas for access into the construction areas.
- B. Provide and maintain all temporary (construction) fences and gates as shown on Drawings.
  - 1. Construction: 6 foot high chain link fence equipped with vehicular and pedestrian gates as required for security and circulation.
  - 2. Materials:
    - a. Fabric: 2 inch diamond mesh, #9 gage chain link constructed of aluminized wire.
    - b. Tension Wire - #7 aluminized.
    - c. Gate, Corner, and Terminal Posts - 3 inch OD Pipe 5.79 pounds per foot.
    - d. Line Posts - 2 inch OD Pipe 2.17 pounds per foot.
    - e. Corner Braces and Gate Frames - 1-5/8 inch OD Pipe 2.27 pounds per foot galvanized.
  - 3. Erection: Space line posts a maximum of 8 feet on center. Provide weighted pedestals without drilling at asphalt and other areas.
  - 4. Install and move fence in conformance with chronological requirements of construction.

### **1.11 Protection Of Installed Work**

- A. Provide temporary protection for installed products.
  - 1. Control traffic in the immediate area to minimize damage.
- B. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
  - 1. Protect finished floors and stairs from traffic, movement of heavy objects, and storage.
- C. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and landscaped areas.
- D. Use of Owner's elevator is prohibited.

### **1.12 Security**

- A. Provide security program and facilities to protect Work and Owner's operations from unauthorized entry, vandalism, and theft.
  - 1. Coordinate with Owner's security program and criminal history/background check requirements.
- B. Provide temporary signage, doors, glazing, electronic door hardware and intercom systems that are fully functional if permanent doors, glazing, door hardware and intercom systems are not installed at the time the Owner will need to conduct normal school operations. Coordinate removal of temporary work with installation of new work around school activities and events.

### **1.13 Cleaning During Construction**

- A. All Contractors shall comply with Section 01 56 90 – Daily Cleaning
- B. Control accumulation of waste materials and rubbish; periodically dispose of off-site.
- C. Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- D. Provide dumpsters for excess material and trash.
- E. If, in the opinion of the Owner's Representative, the project is not kept in sufficiently clean manner, and debris and/or waste materials or stored materials impede the completion for occupancy or construction progress, the Owner may take any means necessary, such as hiring others to clean up or move debris and/or materials, of which the entire cost will be charged against the Contractor, who in the Owner Representative's opinion, is at fault.
- F. Daily cleaning of construction site shall be required.



## **1.14 Contractor Area / Construction Areas**

- A. Contractor shall install and maintain all temporary access drives, staging areas and walkways.
- B. Contractor will be permitted to use areas on the site as designated by the Owner's Representative, for offices, material storage, and employee parking.
  - 1. Contractor shall restore these areas to their original condition after use.
- C. Do not deviate from usage of designated areas without written approval of the Owner's Representative.
  - 1. Contractor employees violating this provision will be removed from the project.
- D. Contractor areas are designated on the site plans.
  - 1. Employee parking will be permitted where approved by the Owner's Representative.
- E. Provide clear and unobstructed access for students and school employees to all parking areas, drives and to occupied adjacent buildings on campus at all times in accordance with the requirements of the Owner's Representative.
- F. Do not deliver material through or close occupied areas without the approval of the Owner's Representative. Contractor shall be responsible for daily trash pick-up and organization of entire construction site and immediate adjacent areas to the acceptance of the Owner's Representative.

## **1.15 Contractor Employee Provisions**

- A. Implement procedures required and post the following for rules for contractor employees at the project site.
  - 1. Background Checks: The Prime / General Contractor shall be solely responsible for implementing and adhering to all procedures and requirements for ALL workers that will be on school property, including sub-contractor's workers, as indicated in the attached Exhibit A; CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECK POLICY FOR ALL WORKERS. Prior to any worker entering onto school property, all procedures and requirements as indicated in the CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECK POLICY FOR ALL WORKERS. Contractors shall utilize and pay for all costs utilizing Safe Hire Solutions or another approved service that can perform all required and stipulated criminal history and expanded child protection index checks. Failure of the Contractor to adhere to any part of the CRIMINAL HISTORY AND EXPANDED CHILD PROTECTION INDEX CHECK POLICY FOR ALL WORKERS will lead to monetary penalties as outlined in the Policy. All such monetary penalties shall be recorded by the Owner's Representative and shall be deducted from the Contractors contract amount by Change Order at end of the Project.

2. The Contractor shall make available to the Owner a statement outlining the drug testing and protocol procedures in place by the Contractor's company.
3. A Criminal History Check shall be done for all employees prior to their working on site.
  - a. Do not employ, for this project, anyone found to be the perpetrator of sexual or physical abuse of a minor under the age of 18 years of age; including, but not limited to a conviction for any of the following felonies:
    - 1) Kidnapping.
    - 2) Criminal confinement.
    - 3) Rape.
    - 4) Criminal deviate conduct.
    - 5) Child molesting.
    - 6) Child exploitation.
    - 7) Vicarious sexual gratification.
    - 8) Child solicitation.
    - 9) Child seduction.
    - 10) Sexual misconduct with a minor.
    - 11) Incest.
  - b. Do not employ, for this project, anyone found to be convicted of:
    - 1) Dealing in or manufacturing cocaine, a narcotic drug, or methamphetamine;
    - 2) Dealing in a Schedule I, II, or III controlled substance as defined by IC 35-48-4-2;
    - 3) Dealing in a Schedule IV controlled substance as defined by IC 35-48-4-3;
    - 4) Dealing in a Schedule V controlled substance as defined by IC 35-48-4-4;
    - 5) Dealing in a counterfeit substance as defined by IC 35-48-4-5;
    - 6) Dealing in marijuana, hash oil, or hashish as defined by IC 35-48-4-10(b).

4. Employees shall dress appropriately.
  - a. No articles of clothing with liquor, drug, foul language, etc., advertisements.
  - b. Workers should wear shirts and appropriately fitting pants/slacks all times while on the job site.
5. Remove from the project any employee exhibiting alcohol or substance abuse behavior.
6. All construction personnel will conduct themselves in an unimpeachable manner while on the construction site, including proper language, etc.
7. The Owner's Representative may require the Contractor to remove an employee from the project as unsuitable at the Owner's discretion.
8. Construction employees to use only their own toilet facilities.
9. No employees are to eat in interior occupied areas of the Middle School or School campus other than inside construction work areas.
10. No teaching areas will be interfered with during school hours without express approval of same by Owner's Representative.
11. Construction employees shall not be within areas used by students during school hours without express approval of same by Owner's Representative.
12. There shall be no smoking or vaping on School property.
13. No guns or knives will be allowed on School property.
14. No coffee breaks, loafing, etc., will be tolerated in areas occupied by students or school employees.
15. Police areas daily inside and out, including streets and sidewalks surrounding construction, in which construction personnel are working or otherwise using, to keep same free from debris, dust, mud, etc.
16. All requirements of Occupational Safety and Health Act (OSHA) will be followed implicitly, and compliance is the sole responsibility of each Contractor.

### **1.16 First Aid Personnel**

- A. Each Contractor shall provide his own registered first aid person at the site during all working hours when work is in progress.

## 1.17 Project Identification

- A. Contractor shall provide signage for the following:
  - 1. (5 signs) Warning/Construction Area – Stay Out/Construction Personnel Only.
  - 2. (4 signs) Directional Signs to direct occupants of the building to the nearest exit.
  - 3. (4 signs) Exterior Directional Signs to direct deliveries to construction entrance.
- B. All signage shall be 4' wide X 3' tall; double-sided, aluminum panel white in color with red letters 8" in height. Signage shall be mounted on 2X construction or on temporary wall construction as directed by the Owner's Representative. Signage located on permanent pavement shall be constructed on weighted painted 2X4 stands weighted by sand bags. Holes in permanent pavement will not be permitted.
- C. Erect in building and on site at location as per Owner's Representative direction. Confirm exact text of signage with Owner's Representative prior to making signs.
- D. Allow no other signs to be displayed, unless approved by Owner's Representative.

## 1.18 Removal

- A. Termination and Removal (by installing Contractor): Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
- B. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
- C. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."
- D. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.

- E. Clean and repair damage caused by installation or use of temporary facilities.

## **2 Products**

Not Used.

## **3 Execution**

Not Used.

**END OF SECTION**



**DAILY CLEANING  
SECTION 01 56 90**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 PURPOSE**

- A. The purpose of this Section is to define and emphasize the responsibilities of each Contractor to clean, remove his rubbish and debris from the construction area as follows:
  - 1. General Contractor Contract 1 shall execute housekeeping and be responsible for the housekeeping of his sub-contractors to keep their work, the site and adjacent properties from accumulations of construction operations and as follows:
    - a. Clean up all waste materials, rubbish and debris resulting from his own operations at such frequencies as required by the Owner's Representative, but as a minimum on a daily basis.
    - b. Place waste materials, rubbish and debris outside the building in rubbish containers, as provided under Section 01 50 00.
    - c. Repair, patch, and touch up marred surfaces to match adjacent finishes damaged by his own operations.
    - d. Leave all work areas in a "broom clean" condition at the completion of their work for the day. During sweeping or brooming of areas, Contractors shall not create dust. Each Contractor shall provide measures, supply and pay for materials for controlling and prevention of dust.
    - e. Participate in joint clean up as directed by the Owner's Representative and as per specifications.
  - 2. The General Contractor Contract 1 shall be responsible for the following items of cleaning and debris control:
    - a. Coordinate and oversee cleaning and ensure all areas of the buildings and grounds are maintained from accumulations of waste materials, rubbish and debris control.
    - b. Responsible for daily site cleaning, daily roadway, drives, access and sidewalk cleaning.
    - c. Responsible for Project dust control including but not limited to all site activities and areas and interior activities and areas.
  - 3. Each Contract Contractor is financially responsible for their own clean-up operations and the clean-up operations of their sub-contractors. 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.

**DAILY CLEANING**  
**SECTION 01 56 90**

Contractors failing to meet housekeeping requirements will be charged for services arranged by the Owner's Representative. The Owner reserves the right to proceed with cleanup at the Contractor's expense with a twenty-four-hour written notice.

4. The cost of this work shall be included in the Contractor's bid and must appear as a line item listed as "Clean-up" in the "Schedule of Values" as .5% of the total contract amount.

- B. Each Friday afternoon, or more often if necessary, as determined by the Owner's Representative, the Contractors shall perform an overall clean-up of the entire Project, including a broom cleaning. Each Contractor and Sub-Contractor will be required to provide one (1) worker for four (4) hours minimum to participate in general building and site clean-up. This work will be directed by the General Contractor. Each Contractor's sub-contractor performing work on-site at any time during the week shall also provide one (1) worker for four (4) hours minimum to participate in general building and site clean-up. If any Contractor or Contractor's sub-contractor fails to supply a worker as indicated, the Contractor will be charged at a rate of \$70 per hour (up to 4 hours per worker designated to perform cleaning) for each event the Contractor or Contractor's sub-contractor fails to provide a worker for clean-up. The dollar amounts shall be recorded throughout the life of the Project and be deducted from the Contractor's contract.

**1.3 SAFETY REQUIREMENTS**

- A. 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**

**2.1 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.
- C. Use only those cleaning materials which will not create hazards to health or property and will not damage surfaces.
- D. Each Contractor shall provide his own cleaning materials and equipment.
- E. The General Contractor shall furnish one (1) 50-gallon trash receptacle for every 10,000 sq. ft. of work area, but not less than two (2) containers per floor. The fifty-gallon trash receptacle is for use by all contractors for general trash items (i.e. lunch waste, coke cans, etc.). These containers are not to be used for construction waste of any type.



**DAILY CLEANING**  
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The General Contractor shall be responsible providing all dumpsters and waste disposal and for the dumping of trash receptacles each week or more as directed by the Owner's Representative.

**PART 3 – EXECUTION**

**3.1 DURING EXECUTION**

- A. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish. Provide daily site cleaning, daily roadway, drives and sidewalks cleaning.
- 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 dispose of waste materials, debris and rubbish in dumpster type rubbish container provided under Section 015000.
- D. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- E. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- F. Place no new work on dirty surfaces.
- G. Immediately prior to installation of finishes all building components must be cleaned to dust free condition as approved by Owner's Representative.



# **SECTION 01 61 00**

## **MATERIAL AND EQUIPMENT**

### **1 General**

#### **1.1 Requirements Included**

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Substitutions and approved equals.

#### **1.2 Related Requirements**

- A. Section 01 11 00 - Administrative Provisions: Reference standards.
- B. Section 01 45 00 - Quality Control: Submittal of manufacturers' certificates.
- C. Section 01 77 00 - Contract Closeout: Operation and maintenance data.
- D. Section 01 77 00 - Contract Closeout: Warranties and bonds.
- E. Section 01 77 00 - Contract Closeout: Spare Parts and Maintenance Manuals.

#### **1.3 Products**

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- C. All equipment, products and components shall be new and unused, and shall be of the very most recent model and make.
- D. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- E. Do not use materials and equipment removed from existing structure, except as specifically required, or allowed, by Contract Documents.

#### **1.4 Transportation And Handling**

- A. Transport products by methods that avoid product damage; deliver in dry and undamaged condition in manufacturer's unopened containers or packaging.
- B. Provide equipment and personnel to handle products by methods that prevent soiling or damage.

- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

## **1.5 Storage And Protection**

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground.
  - 1. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection.
  - 1. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- F. Contractor retains responsibility for all materials, including existing materials which have been removed and are to be reinstalled.

## **1.6 Substitutions And Approved Equals**

- A. Wherever a named material, or equipment is listed (including manufacturer, brand, model, catalog number, etc.) such proprietary mention is used to indicate the quality required by the design.
- B. Proprietary brands, models, etc. of other manufacturers may be used upon, and only upon, the following conditions.
  - 1. That, in the opinion of the Architect, whose decision shall be final, the proposed brand or equipment item is fully equal in design, materials, construction, workmanship, performance, finish, etc. to the item proprietarily named.
    - a. No compromise in quality level, however small, is acceptable.
  - 2. That any bidder desiring to bid on an "approved equal" proprietary product submit to the Architect no less than ten (10) working days prior to the date for receipt of bids, complete written specifications, descriptions, technical data, and performance criteria of the proposed item(s) he wishes to have considered for acceptance as an "approved equal".
    - a. Such approval, if granted, will be in the form of a written addendum issued by the Architect and sent to all prospective bidders of record.

- b. If the information submitted by the bidder is insufficient, in the Architect's opinion, for allowing him to reach a decision, such request for "approved equal" consideration will be regarded as "non-responsive" and no action whatsoever taken.
    - c. The full burden of proof remains with the bidder proposing substitution.
  3. That no oral request for "approved equal" materials will be entertained and no oral response proffered.
  4. That the Architect assumes no responsibility for the receipt of or the receipt within the time specified of any request for "approved equal" consideration and likewise assumes no responsibility, except a bona fide effort for the issuance, if any, of related addendum in sufficient time prior to the time set for receipt of bids.
  5. That the Architect in appraising and evaluating materials and/or workmanship for possible "approved equal" certification reserves the right to arrange for whatever testing or investigation procedures he may deem pertinent, including but not limited to, price and performance data from whatever source he may consider responsible.
  6. Any bidder who includes in his bid any approved "or equal" substitute equipment, articles, or materials, shall also include the additional cost required for all additional diagrams and drawings the Architect may require for accommodating the "or equal" equipment.
    - a. The modifications to which reference is made include those affecting other trades and equipment in adjacent and/or contiguous areas such as but not limited to steel framing, masonry, electrical, plumbing, and painting.
  7. That it be understood the eventual use of materials or installation techniques other than those specified without written approval of the Architect as "approved equal" shall constitute a violation of the Contract and that the Architect shall have the right to require the removal of such material or the modification of such installation technique or both, and the replacement thereof with the specified materials or installation techniques or both, at the Contractor's expense.

## **2 Products**

Not Used.

## **3 Execution**

Not Used.

## **END OF SECTION**



# **SECTION 01 71 23**

## **FIELD ENGINEERING**

### **1 General**

#### **1.1 Related Documents**

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

#### **1.2 Grades, Lines, Levels, and Surveys**

- A. Establish base lines and benchmarks before starting construction.
- B. Verify all grades, lines, levels, and dimensions as shown on Drawings and report any errors or inconsistencies to the Architect and Owner's Representative before commencing work.
- C. Verify alignment or indicated offset of new and existing floor levels or other building elements prior to construction start and installation.
- D. Verify existing dimensions as required for bid preparation or material fabrication.

### **2 Products**

Not Used.

### **3 Execution**

Not Used.

**END OF SECTION**





# **SECTION 01 71 24**

## **WORK LAYOUT**

### **1 General**

#### **1.1 Related Documents**

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

#### **1.2 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 Architect and Owner's Representative before commencing work.
- C. Each Contractor shall be responsible for layout of his work as per related specification sections.
- D. Do not scale dimensions from drawings unless expressly directed to do so by the Architect.

### **2 Products**

Not Used.

### **3 Execution**

Not Used.

**END OF SECTION**



# SECTION 01 73 29

## CUTTING AND PATCHING

### 1 General

#### 1.1 Requirements Included

- A. Requirements and limitations for cutting and patching of Work.
- B. Responsibility for cutting and patching where not otherwise indicated.

#### 1.2 Related Requirements

- A. Individual Specifications Sections:
  - 1. Cutting and patching incidental to work of the Section.
  - 2. Advance notification to other Sections of openings required in work of those Sections.
  - 3. Limitations on cutting structural members.
- B. Section 01 61 00 - Materials and Equipment: Substitutions.

#### 1.3 Submittals

- A. Submit written request in advance of cutting or alteration which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather-exposed or moisture-resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Owner or separate contractor.
- B. Include in request:
  - 1. Identification of Project.
  - 2. Location and description of affected work.
  - 3. Necessity for cutting or alteration.
  - 4. Description of proposed work, and products to be used.
  - 5. Alternatives to cutting and patching.
  - 6. Effect on work of Owner or separate contractor.

7. Written permission of affected separate contractor.
8. Date and time work will be executed.

## **2 Products**

### **2.1 Materials**

- A. Those required for original installation.

## **3 Execution**

### **3.1 General**

- A. Execute cutting, fitting, and patching, including excavation and fill, to complete Work, and to:
  1. Fit the several parts together, to integrate with other work.
  2. Uncover work to install ill-timed work.
  3. Remove and replace defective and non-conforming work.
  4. Remove samples of installed work for testing.
  5. Provide openings in elements of Work for penetrations of mechanical and electrical work.

### **3.2 Inspection**

- A. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- B. After uncovering, inspect conditions affecting performance of work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

### **3.3 Preparation**

- A. Provide supports to assure structural integrity of surroundings.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

### **3.4 Performance**

- A. Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
- B. Cut rigid materials using masonry saw or core drill. Pneumatic tools are not allowed without prior approval.

- C. Restore work with new products in accordance with requirements of Contract Documents.
- D. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- E. All masonry (CMU and brick) shall be toothed-in at edges of where existing walls were cut and will remain, at all openings to be in-filled including where pipes and conduit have been removed, where wall louvers and ductwork have been removed, and where new openings are to be created.
- F. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit. All refinished areas shall meet the approval of the Owner's Representative. Areas not meeting approval of the Owner's Representative, shall be listed and remain on punch list until satisfactorily completed and approved by Owner's Representative.
- G. At all areas where rework was performed, new work shall be uniform in appearance and not have the appearance of a "patch".

## **END OF SECTION**



# **SECTION 01 77 00**

## **CONTRACT CLOSEOUT AND SUBSTANTIAL COMPLETION**

### **1General**

#### **1.1 Requirements Included**

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.
- D. Operation and maintenance data.
- E. Approved Submittals.
- F. Warranties and bonds.
- G. Owner Training.
- H. Sequence of Operation.
- I. Testing Documents.
- J. Spare parts and maintenance materials.

#### **1.2 Related Requirements**

- A. Section 01 11 00 - Administrative Provisions: Partial Owner Occupancy.
- B. Section 01 50 00 - Construction Facilities and Temporary Controls.
- C. Section 01 27 00 – Monetary Penalties.
- D. Section 01 32 00 – Progress Schedule.

#### **1.3 Substantial Completion Procedures for Each Phase/Area**

- A. Owner will occupy the Project for the purpose of intended use under provision stated in Certificate of Substantial Completion.

- B. When Contractor considers Work has reached Substantial Completion of a designated Phase, the Contractor shall submit written notice to Owner's Representative for review and determination if Phase is Substantially Complete.
1. Seven calendar days prior to the specified date of Substantial Completion, the Contractor shall develop and submit an itemized punch list to the Owner's Representative of all remaining items that are incomplete seven days prior to the Substantial Completion Date and with written notification to the Owner's Representative that the Contractor (in the Contractor's opinion, the Work is Substantially Complete.
  2. The Owner's Representative and Architect shall then review and issue to the Contractor an itemized punch list to be completed or corrected for such Phase.
  3. Upon receipt of this list, the Contractor shall have 7 calendar days to address and complete these items.
  4. The Contractor shall notify the Owner's Representative and Architect in writing when all items have been completed or corrected.
  5. At the end of the 7-calendar day period, the Owner's Representative and Architect shall then review the Work to determine if all items have been completed to the satisfaction of the Owner's Representative, Architect and Contract Documents.
    - a. If all Work has been completed to the satisfaction of the Owner's Representative, Architect and Contract Documents, the Architect shall issue a Certificate of Substantial Completion for such Phase.
    - b. If all Work has not been completed to the satisfaction of the Owner's Representative, Architect and Contract Documents, the specified monetary penalties and procedures shall be implemented and enforced until all Work has been completed to the satisfaction of the Owner's Representative, Architect and Contract Documents.
  6. Upon issuance of the Certificate of Substantial Completion, the date of Substantial Completion will be the start date for all warranties for all equipment and products utilized in Project.
- C. Architect will issue, if required, a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.

#### **1.4 Substantial Completion Testing and Balancing**

- A. All testing and balancing of HVAC equipment, testing and certification of the fire alarm system, card access and security systems shall have been completed, approved and fully functional.

#### **1.5 Substantial Completion Cleaning**

- A. Execute prior to certificate of Substantial Completion inspection.



- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment.
- D. All spaces shall be left in a dust-free condition.

## 1.6 Overall Project (ALL WORK) Closeout Procedures and Release of Retainage

- A. Owner will occupy Project for the purpose of conduct of business, under provision stated in Certificate of Substantial Completion.
- B. When Contractor considers ALL Work under the Contract has reached final completion, the Contractor shall submit written certification that the Contract Documents have been reviewed, All Work has been inspected, and that ALL Work is complete in accordance with Contract Documents and ready for Architect's and Owner's Representative's final review.
  - 1. The Architect and Owner's Representative shall then inspect and issue to the Contractor a list (Punch-list) of items to be completed or corrected.
  - 2. Upon receipt of this list, the Contractor shall have 7 calendar days to address these items.
  - 3. The Contractor shall notify the Architect in writing when all items have been completed or corrected.
  - 4. At the end of the 7-calendar day period, the Owner's Representative and Architect shall then review the Work to determine if all items have been completed to the satisfaction of the Owner's Representative, Architect and Contract Documents.
    - a. If all Work has been completed to the satisfaction of the Owner's Representative, Architect and Contract Documents, the Architect shall issue a Certificate of Substantial Completion.

The Contractor can then start development of the **Release of Retainage Payment Application** for release of all retainage and the development of the **Final Payment Application**. Note: If all closeout documents have not been received and approved, the amount associated with the closeout documents X %200 will be withheld until all closeout documents have been received and approved.

- b. If all Work has not been completed to the satisfaction of the Owner's Representative, Architect and Contract Documents, the following actions will be taken:

- b.1.** The specified monetary penalties and procedures shall be implemented and enforced until all Work has been completed to the satisfaction of the Owner's Representative, Architect and Contract Documents.
  - b.2.** The associated punch-list will be updated, and each incomplete or non-conforming work item shall have a value assessed to it as determined by the Owner's Representative. This value shall be multiplied by 200%. This amount will be retained until work for this item has been deemed acceptable by the Architect and Owner's Representative.
- C. In addition to the submittals required at closeout as indicated in the conditions of the Contract, the Contractor shall provide submittals required by governing authorities, and submit a final statement-payment application of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Architect will issue, if required, a final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order.

## **1.7 Final Cleaning**

- A. Execute prior to certificate of Substantial Completion inspection.
- B. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment.
- D. Clean site; sweep paved areas, rake clean other surfaces.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
- F. All spaces shall be left in a dust-free condition.

## **1.8 Project Record Documents**

- A. Project Record Drawings:
  - 1. Maintain and submit one set of black-line white prints of Contract Drawings.
    - a.** Contractor's Option: Obtain electronic files of original drawings from Architect at Contractor's cost.
  - 2. Do not use Project Record Drawings for construction purposes. Protect Project Record Drawings from deterioration and loss.

3. Mark Record Drawings with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  4. Mark Record Drawings to show the actual installation where installation varies from that shown originally.
    - a. Incorporate all changes to the original drawings.
    - b. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
    - c. Accurately record information in an understandable drawing technique.
    - d. All drawings shall be clear, neat, and legible.
    - e. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
    - f. Mark important additional information that was either shown schematically or omitted from original Drawings.
    - g. Note Change Order numbers, alternate numbers, and similar identification where applicable.
    - h. Remove Architect's seals and signature from drawing title blocks.
    - i. Identify and date each Record Drawing. Include the designation "PROJECT RECORD DRAWING", Contractor's stamp, and date in a prominent location.
- B. Drawing Submittals and Number of Copies: Submit copies of record Drawings as follows:
1. Initial Submittal:
    - a. Submit PDF electronic files of scanned, marked up record prints and one set of file prints.
    - b. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
  2. Final Submittal:
    - a. Submit PDF electronic files of scanned record prints and one set of prints.
    - b. Print each drawing, whether or not changes and additional information were recorded. Organize into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

## 1.9 Operation And Maintenance Data

- A. Operation and maintenance data shall be submitted in electronic document file format and hard copy as approved by the Owner's Representative and delivered to the Project site at 75 percent completion of the entire project. A Closeout Meeting shall be conducted on-site when Project is 75% complete and at the request of the Owner.
- B. Provide data for the following.
  - 1. As required in Technical Sections Divisions 5 through 33.
- C. Submit one (1) electronic copy on CD and two (2) hard copy sets prior to final inspection, bound in 8-1/2 by 11 inch three-ring side binders with durable plastic covers.
- D. Provide a separate volume for each system, with a table of contents and index tabs for each volume.
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect and Contractor.
  - 2. Part 2: Operation and maintenance instructions, arranged by system.
    - a. For each system, give names, addresses, and telephone numbers of subcontractors and suppliers.
  - 3. List:
    - a. Appropriate design criteria.
    - b. List of equipment.
    - c. Parts list.
    - d. Operating instructions.
    - e. Maintenance instructions, equipment.
    - f. Maintenance instructions, finishes.
    - g. Shop drawings and product data.
    - h. Warranties.

## 1.10 Approved Product Submittals

- A. Provide all approved submittals in indexed form. Provide (1) hard copy of each approved submittal and flash drive with approved submittals.

## 1.11 Warranties And Bonds

- A. Provide duplicate, notarized copies.

- B. All warranties shall be submitted to Owner's Representative in "hard copy" and also electronic format.
- C. In the event the building changes ownership, all warranties shall be completely transferable and uninterrupted at no additional cost.
- D. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers.
- E. Provide table of contents and assemble in binder with durable plastic cover.
- F. Submit material prior to final application for payment.
  - 1. For equipment put into use with Owner's permission during construction, submit within ten (10) days after first operation.
  - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

### **1.12 Owner Training**

- A. Provide Owner training for all equipment. Schedule with Owner's Representative.
  - 1. Provide all training documents, sign-in sheet, etc...

### **1.13 Sequence of Operation**

- A. Provide final Architect's/Engineer's approved Sequence of Operations for operation of all HVAC equipment. Sequence of Operation shall not be accepted unless approved and signed by Architect or Engineer responsible for design.

### **1.14 Testing Documents**

- A. Provide all hydronic pressure test reports in electronic format and hard copies.
- B. Provide final Test and Balance Reports.
- C. Provide domestic water bacteria test reports.

### **1.15 Spare Parts And Maintenance Materials**

- A. Provide products, spare parts, filters, and maintenance materials in quantities specified in each Section, in addition to that used for construction of Work.
  - 1. Coordinate with Owner, deliver to Project site, and obtain receipt prior to final payment.

## **2 Products**

Not Used.

### **3Execution**

Not Used.

**END OF SECTION**

# **SECTION 02 41 30**

## **MINOR DEMOLITION FOR REMODELING**

### **1 General**

#### **1.1 Section Includes**

- A. Remove designated building equipment and fixtures.
- B. Remove designated partitions and components.
- C. Provide temporary partitions to allow building occupancy.

#### **1.2 Related Sections**

- A. Division 1 - Administrative Provisions: Owner occupancy Work sequence.
- B. Division 1 - Temporary Facilities and Controls: Temporary barriers and enclosures, and security.
- C. Division 1 - Construction Cleaning.
- D. Division 1 - Contract Closeout: Project record documents.
- E. Specifications as indicated on drawing sheets.

#### **1.3 Quality Assurance**

- A. Submit demolition and removal procedures and schedule.

#### **1.4 Existing Conditions**

- A. Conduct demolition to minimize interference with adjacent building areas. Maintain protected egress and access at all times.
- B. Contractor shall be responsible for all costs to repair and replace any damaged building component, equipment, pavement, walks, curbs, yard spaces, etc...to the approval of the Owner's Representative.
- C. Provide, erect, and maintain temporary barriers, dust barriers, signage and security devices.

### **2 Products**

Not Used.

## 3 Execution

### 3.1 Preparation

- A. All demolition activities and noisy work activities immediately adjacent to the existing building or inside the building shall be coordinated to occur after school hours to prevent disruption to learning and operational procedures. Do not perform demolition operations during school hours unless previously approved and coordinated with the Owner's Representative. Contractor shall not perform any demolition activities that are noisy, cause vibration, create fumes, or other activities as determined by the Owner's Representative, during school hours. These types of activities must be performed after school hours.
- B. Erect and maintain temporary weatherproof closures for exterior openings as required and directed by the Owner's Representative.
- C. Erect and maintain temporary partitions to prevent spread of dust, fumes, noise, and smoke to provide for Owner occupancy at all times.
- D. Take all precautions necessary to ensure the safety of personnel and property during the demolition and remodeling program.
- E. Give written notice to the Owner's Representative of both the time and method to be used prior to undertaking any demolition work in the field.
- F. Comply with all provisions of all state and local codes and ordinances.
- G. Protect all existing or new structures from damage of any kind during the completion of this portion of the contract.
- H. Provide shoring, sheeting, bracing, and all or any necessary items as required for the safety of the structure.
- I. Where demolition affects existing roof membrane/surfaces, provide temporary watertight membrane in such fashion to prevent any and all water from entering the building during demolition activities and until permanent construction is installed.
- J. Protect all utility lines and fiber optic lines encountered during the demolition operations.
  - 1. In case interruption of service becomes necessary, notify the interested parties, Owner's Representative and the Architect.
- K. Prior to the removal of any wall or portion thereof, perform all necessary investigation to ensure the safety of workers and the building structure and use extreme caution in demolition.



### 3.2 Execution

- A. Remove and take possession of all building materials, rubbish, debris, and any or all portions of the buildings to be demolished, except as noted otherwise in these specifications or on Drawings.
  - 1. Dispose of removed materials off-site at this Contractor's expense.
- B. Include complete removal of all anchors, mastic, sealants, adhesives and fastening devices. All surfaces shall be properly cleaned, patched and repaired prior to application of finishes. All existing surfaces shall be made smooth and uniform prior to application of finishes.
- C. Demolish in an orderly and careful manner.
- D. Protect existing construction to remain.
- E. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- F. Do not burn or bury materials on site.
- G. Remove demolished materials from site as work progresses.
- H. Upon completion of work, leave areas of work in clean condition.
- I. Remove all obstructions to new construction unless specifically noted to remain.
- J. Existing Materials:
  - 1. The Owner reserves the right to salvage any materials or items prior to the beginning of demolition.
  - 2. Do not reuse any item of material that is taken down, unless specifically noted to be reused.
  - 3. Accomplish all remodeling or new work with new materials, unless specifically noted otherwise.
  - 4. Make any repairs that may be required to existing areas where new work is being carried on.
- K. Moveable Equipment: All portable furnishings and equipment in each area will be removed by the Owner in cooperation with the Contractor's needs.
- L. Note that certain items are indicated to remain the property of the Owner. Notify Owner's Representative prior to removal and obtain acceptance regarding method of removal. Remove materials noted to be retained in a manner to prevent damage.
  - 1. All other items noted to be turned over to the Owner.

- M. Remove materials noted to be reinstalled or retained in a manner to prevent damage. Store and protect under provisions of Division 1.
- N. Wall Tile and Wall Base Removal: Remove existing wall tile and wall base where noted. Remove the wall tile including mastic, thin set and grout in its entirety to provide a smooth surface suitable for receiving new finish.
- O. Floor Tile, Carpet and wall base Removal: Remove existing floor tile, carpet, floor finishes and wall base where noted. Remove the floor finish, including mastic, thin set and grout in its entirety to provide a smooth surface suitable for receiving new floor finish.
1. Remove wall bases and all adhesives in conjunction with floor removal.
- P. Existing Roof Structure and Roof Deck:
1. Where drawings indicate removal of existing ductwork, light fixtures, electrical devices and equipment, remove all existing unused hangers, strapping, conduit, bracing, etc., to provide clean exposed roof deck and structure.
- Q. Existing Ceilings: Remove all existing ceilings noted to be removed, in their entirety.
1. During removal of existing ceiling systems, neatly support existing light fixtures, diffusers, speakers and any other ceiling mounted device in-place. Provide cable supports of all cabling laying on top of the ceiling. Separate fire alarm cabling from all other cabling and avoid grouping all cables together. Keep all cabling and other items from touching wet-pipe sprinkler piping.
  2. Remove the entire ceiling suspension system, wall angle and all ceiling materials in alcoves and recesses open to areas where ceiling materials are to be removed.
- R. Existing Concrete Slabs: Remove all existing concrete slabs noted to be removed on the Drawings.
1. Prior to removal, saw all joints between existing and new floor slabs which will be exposed in finished project, in a straight line parallel to walls.
  2. Verify thickness of existing concrete slab and any possible underground electrical conduits or other pipe. Cut only thickness of concrete.  
**Contractor is responsible for identifying any possible underground electrical or other utilities prior to cutting by means which are accurate in the location of the utility. Any utility cut and/or damaged in any way shall be repaired at the contractor's expense.**
- S. Existing Concrete Slabs to remain: Where existing concrete slabs are to remain and receive new finishes, properly prepare floors to receive new finishes according to the finish product manufacturer.

1. Where floors are to be flat and level, prepare floor surface to flat condition where when measured with a 10-foot straightedge in any direction, there is no more than 1/8" gap anywhere under straightedge.
  2. Where floors are to be sloped to a drain, prepare floor surface to proper slope to drains as approved by the Owner's Representative.
  3. Contractor shall be responsible for testing existing slab moisture content and installation of the required moisture mitigation product as per the manufacturer's recommendation.
- T. Existing CMU/Masonry Walls: Remove all existing CMU/Masonry walls noted to be removed on the Architectural Drawings.
1. Prior to removal, saw walls in straight lines at locations conducive to receive new construction.
- U. All masonry (CMU and brick) shall be toothed-in at edges of where existing walls were cut and will remain and at all openings to be in-filled including where pipes and conduit have been removed, where wall louvers and ductwork have been removed, and where new openings are to be created.

**END OF SECTION**



**PROJECT:**  
OWEN VALLEY MIDDLE SCHOOL  
ADDITIONS AND RENOVATIONS

CONSULTING ENGINEER: THREE I DESIGN

**EQUIPMENT SUBMITTAL:**

INDOOR AIR HANDLING UNITS BY: MILLER PICKING

**TAG:**  
AHU-1

SUBMITTED BY:	VALIDATED CUSTOM SOLUTIONS
SUBMITTED TO:	SPENCER OWEN SCHOOL CORPORATION
SUBMITTAL DATE:	OCTOBER 5, 2023
SPECIFICATION NUMBER:	23 XX XX
REVISION:	01

**NOTES:**

- 10" Structural Steel Base

REVIEW IS FOR GENERAL COMPLIANCE WITH  
CONTRACT DOCUMENTS. NO RESPONSIBILITY  
IS ASSUMED FOR CORRECTNESS OF  
DIMENSIONS OR DETAILS.

NO EXCEPTIONS TAKEN	<input checked="" type="checkbox"/>
MAKE CORRECTIONS NOTED	<input type="checkbox"/>
AMEND & RESUBMIT	<input type="checkbox"/>
REJECTED – SEE REMARKS	<input type="checkbox"/>

THREE I DESIGN

BY *Robert S. Nelson*  
DATE 10/6/2023

**REVIEWED**

By Scott Stenftenagel at 10:39 am, Oct 06, 2023

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## **OVERALL DESCRIPTION OF AIR HANDLING UNITS TAG: AHU-1**

### **INCLUDING:**

#### **CONSTRUCTION:**

- 2" double wall casing with foam insulation
- Galvanized G90 Interior & Exterior Casing
- 10" Steel base

#### **OUTSIDE AIR & RETURN AIR DAMPERS:**

- Outside Air: Parallel Blade – Low Leak
- Return Air: Parallel Blade – Low Leak

#### **RIGID FILTER SECTION:**

- 2" MERV 8 Filters

#### **PRE-HEAT COIL SECTION:**

- Performance based on Water
- ½" Tube Diameter
- 304 Stainless Steel Coil Casing
- Copper Tubes
- Aluminum Fins
- Connections extended to unit exterior of casing

#### **CHILLED WATER COIL SECTION:**

- Performance based on Water
- ½" Tube Diameter
- Copper Tubes
- Aluminum Fins
- 304 Stainless Steel Coil Casing
- Stainless steel IAQ drain pan
- Connections extended to unit exterior of casing

#### **SUPPLY AIR FAN SECTIONS:**

- Direct drive plenum fan
- All motors wired to an individual external VFD
- ODP premium efficiency motors
- Structural fan base with spring isolators
- Factory Supplied, Mounted & Wired ABB Variable Frequency Drives

### **NOT INCLUDING:**

- Assembly of unit sections
  - Re-connecting of wiring across shipping splits
  - Installation of filter media
  - Controls & damper actuators
  - Outside airflow stations
  - Liquidated damages
-





**Job Summary**

<b>Project Name:</b>	Owen Valley Middle School Canopy Secured Entrance Improvements		
<b>Unit Tag(s):</b>	AHU-1		
<b>Quantity:</b>	1	<b>Environment:</b>	Indoor


**Unit Overview**

Model	Airflow (CFM)	Altitude (ft)	Weight (lbs)
MPI-47x45	3,800	0	2,926

**Segment Sequence**

(FS)(CC)(FF MB)

**Unit Construction**
**Casing Details**

Segment(s)	Thickness (in)	Exterior Paint	Exterior Gauge and Material	Interior Gauge and Material	Insulation Thickness and Material	Mylar Lining	Thermal Break	Bulkhead Material
MB	2"	None	20 Ga. G-90 Galvanized	22 Ga. G-90 Galvanized	2" Foam	-	Yes	None
FF, FS	2"	None	20 Ga. G-90 Galvanized	22 Ga. G-90 Galvanized	2" Foam	-	Yes	Galvanized Steel
CC	2"	None	20 Ga. G-90 Galvanized	22 Ga. G-90 Galvanized	2" Foam	-	Yes	Stainless Steel, 304

**Base Details**

Segment(s)	Material	Paint
MB, FF, CC, FS	10" Structural Steel	Champagne Epoxy - 3 to 4 mil

**Floor Details**

Segment(s)	Gauge and Material	Paint	Insulation	Thermal Break	Attachment	Sub-Floor Gauge and Material
MB, FF, CC, FS	16 Ga. G-90 Galvanized	None	2" Foam	Yes	Stitch Weld	None

**Unit Electrical**
**Circuit Details**

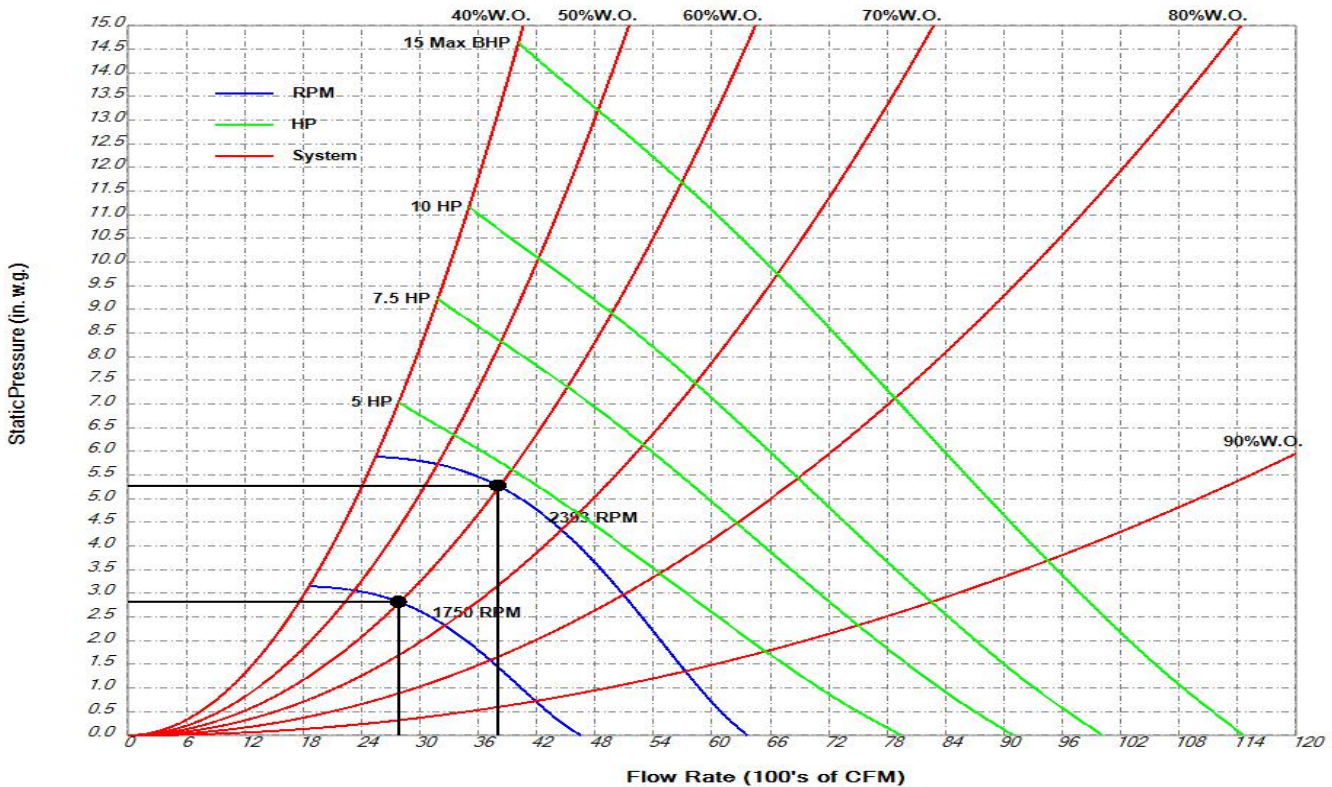
Circuit #	Component(s)	V/Ph/Hz	Full Load Amps (FLA)	Minimum Current Ampacity (MCA)	Maximum Overcurrent Protection (MOP)
1	VFD on FS	460/3/60	6.6	8.25	15
2	Electrical Outlet and Light Switch	120/1/60	-	-	15

**Electrical Details**

<b>Minimum Unit SCCR</b>	100A rms Symmetrical	<b>ETL Label (UL1995/NEC-2002)</b>	Yes
<b>Unit Light Type</b>	<b>Light Switch Enclosure</b>		
LED	Indoor		

**Supply Fan(s)**

Performance Details												
Fan Manufacturer	Model	Class	Size	% Wheel Width	% Wheel Diameter	Quantity	Total Airflow (CFM) per Fan	Altitude (ft)	TSP (in w.g)	ESP (in w.g)	Fan Speed (RPM)	Fan Power (BHP)
Lau	DDPG2	II	182-9	80	100	1	3,800	0	5.28	3.00	2,393	4.53
Max RPM	Wheel Type	Blade Type	Wheel Material	Base Material		Fan Flow Isolation	AirFlow Monitoring	Inverter Drive Balancing	Isolation Type	Thrust Restraints		
2,979	SWSI	Airfoil	Aluminum	Galvanized Steel		None	Yes (K=1688.00)	-	2" Spring	Yes		
Drive Type		FEP (KW)	Inlet Screen		Fan Cage	Fan Stand	Motor Removal Rail		Seismic Snubber			
Direct Drive		3.97	Yes		-	-	-		Yes			
Motor Details												
Type / MFG	Motor Power (HP)	V/Ph/Hz	Quantity	Insulation Class	RPM	Frame Size	FLA (Amps)	Efficiency	Location	SGR		
ODP / Baldor	5.0	460/3/60	1	F	1,800	184T	6.60	Premium	Right	Yes		
At Motor Synchronous Details												
TSP (in w.g.)			Total Air Flow (CFM)			Fan Speed (RPM)			Fan Power (BHP)			
2.82			2,779			1,750			1.77			


**Water Coil(s)**

Coil Information							
Segment[Index]	Coil Tag	Coil Duty	Fluid Type	Airflow (cfm)	Flow Direction	Density	Altitude (ft)
CC[1]	-	Heating	Water	3800	Horizontal	Standard	0
CC[3]	-	Cooling	Water	3800	Horizontal	Standard	0

**Coil Bank Configuration**

Segment[Index]	Tube Diameter (in) Fin Type	Total Fin Height (in)	Fin Length per Coil (in)	Face Velocity (fpm)	Stacking Rack Material	Coils High	Coils Wide	Coil Configuration	Coil Stagger (in)	Coil Pull Panel
CC[1]	0.500 Corrugated	40.00	32.00	427	-	1	1	Standard	0	Right Side
CC[3]	0.500 Corrugated	40.00	32.00	428	-	1	1	Standard	0	Right Side

**Airside Performance**

Segment[Index]	EAT-DB (°F)	EAT-WB (°F)	LAT-DB (°F)	LAT-WB (°F)	TMBH	SMBH	Air Pressure Drop (in w.g.)
CC[1]	0.0	-	58.8	-	242	242	0.05
CC[3]	80.0	67.0	53.3	52.5	168	113	0.58

**Fluidside Performance**

Segment[Index]	EFT (°F)	LFT (°F)	Fluid Velocity (fps)	Fluid Flow (gpm)	Fluid Pressure Drop (ft)	Rows	Tubes Per Circuit	Reynolds Number
CC[1]	180.0	160.0	5.3	24.8	6.1	1	4	54274
CC[3]	45.0	54.9	3.6	33.7	10.1	6	12	10591

**Fin and Tube Configuration**

Segment[Index]	Fin Thickness (in) / Material	Fin Spacing (fpi)	Tube Thickness (in)	Return Bend Thickness	Casing Material	Coil Coating	Fouling Factor (hr.ft <sup>2</sup> .°F/BTU)
CC[1]	0.008 Aluminum	11	0.016	0.016	Stainless	None	-
CC[3]	0.008 Aluminum	10	0.016	0.016	Stainless	None	-

**Header and Connection Configuration**

Segment[Index]	Header Material	Connection Material	Connection Diameter (in)	Connection Offset (in)	Connection Type	Connection Location/Rotation
CC[1]	Copper	Steel	1.5	0	MPT	Right
CC[3]	Copper	Steel	1.5	0	MPT	Right

**Other Performance**

Segment[Index]	Dry Weight (lbs)	Fluid Weight (lbs)	Internal Volume (ft <sup>3</sup> )
CC[1]	57	13	0.2
CC[3]	160	47	0.8

**Notes**

- Performance is shown for the entire coil bank. Performance is not per coil.
- Coil index indicates position in segment. Example: CC-1, index 1; Spacer, index 2; CC-1, index 3
- Ratings are for coils manufactured by Johnson Controls, Inc., 507 E. Michigan St., Milwaukee WI 53202.
- All Coils: Johnson Controls suggests using red brass or copper connectors when the coil is to be attached to a copper or brass piping system.
- This coil is certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the range of Standard rating conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at [www.ahridirectory.org](http://www.ahridirectory.org).
- All Coils: AHRI Certified: Yes. Certified in accordance with the AHRI Forced-Circulation Air-Cooling and Air-Heating Coils Certification Program which is based on AHRI Standard 410 within the range of Standard rating conditions listed in Table 1 of the Standard. Certified units may be found in the AHRI Directory at [www.ahridirectory.org](http://www.ahridirectory.org).
- All Coils: BDW Tube Spacing: 1.25 x 1.08
- All Coils: Coil DII Version: 8.2

**Coil Spacer(s)**
**Details**

Segment	Location	Length (in)	Material
CC	2	2	Galvanized Steel

**Drain(s)**

Details			
Segment	Drain Pan		
	Liner Material	Connection Location	Liner Coating
CC	Stainless Steel, 304	Left	None

**Filter(s)**

Details							
Segment	Type	Depth	Filter Loading	Media/MERV	# of Spares	Spare Filter Media	Frame Material
FF	Primary Filter	2"	Upstream	Pleated 30% Efficiency (MERV 8)	-	-	Galvanized Steel

Sizes				Filter Gauge Details			
Segment	Filter	1 <sup>st</sup> Filter Size H x W (in)	1 <sup>st</sup> Qty	Location	Type	Range (in w.g)	
FF	Primary Filter	20x16	4	Door	Magnehelic	0 - 2.0	

**Damper(s)**

Details												
Segment	Air Path	H x W (in)	Qty	Total Face Velocity (ft/min)	Face Area (ft²)	Airflow (CFM)	Min Airflow Measurement (CFM)	Type	Config	Model	Material	Blade Orientation
MB	Outside Air	15.25 x 24.00	1	1,495	2.5	3,800	-	Control	100%	CD60	Galvanized	Parallel
MB	Return Air	9.50 x 33.00	1	1,745	2.2	3,800	-	Control	100%	CD60	Galvanized	Parallel

**Door(s)**

Details													
Segment(s)	Location	Swing	Hinge Location	H x W x T (in)	View Port	ViewPort Wire	Test Port	Spare Gasket	Thermal Break	Fastener Type	Safety Latch	Noncontact Safety Interlock	
MB	Right	Outward	Front	40 x 18 x 2	None	-	-	-	-	Plated	-	-	
CC	Right	Outward	Rear	40 x 18 x 2	None	-	-	-	-	Plated	-	-	
FS	Right	Outward	Rear	40 x 18 x 2	None	-	-	-	-	Plated	Yes	-	

**Motor Control(s)**

VFD Details									
Segment	Type	V/Ph/Hz	Input/Output Amps*	Efficiency (%)	Heat Loss (at 100% load)	Enclosure	Bypass	Disconnect Type	RFI/EMI EMC Filter
FS	AYK-580	460/3/60	7.6/7.6	98	133	NEMA 1	-	Fused	Yes

**Notes (ABB VFD)**

\*Drives are rated for use below 3,000 ft and 104°F. Refer to the Air-Mod Engineering Guide Form 100.42-EGI (813) for additional information. Drives are current rated devices. The HP ratings provided are for reference only and are based on typical 4-pole motors at nominal voltages (NEC Table 430-150). If full motor torque is required, ensure the drive has a continuous current rating equal to, or greater than, the full load amp rating of the motor.

Storage Temperature: -40°F to 158°F (-40°C to 70°C).

Ambient Operating Temperature: Temperate 5°F to 104°F (-15°C to 40°C). De-rating to operate at 122°F (50°C).

Relative Humidity: 5% to 95% non-condensing. Maximum relative humidity is 60% in the presence of corrosive gasses.

Altitude: 100% Load Capacity (No De-rating) up to 3,300 ft. (1,000 m). 1% derating for each 330 ft. above 3,300 ft. Installations above 6,600ft. (2,000 m) require review.

If 8KHZ Switching Frequency is used, de-rate output current to 80%.

Overload Current Rating: 110% for 1 minute every 10 minutes and is capable of 130% short term-overload rating for 2 seconds our of each minute. If applicable, motor overload protection in the bypass mode is provided by a Class 20 motor overload relay.

The customer is responsible for providing either a platform/catwalk or portable means to access the VFD when the VFD is installed where the center of the handle of the disconnecting means in its uppermost position is greater than 78" above the finished floor.

Input line Impedance: 5% Equivalent Input Impedance with internal reactor(s). Patented swinging choke design for superior harmonic mitigation. Use Copper Conductors Only. Do not use aluminum wire.

**Face Velocity and Static Pressure**

Summary						
Segment	Description	Face Area (ft²)	Airflow (CFM)	Face Velocity (ft/min)	Supply Fan Static Pressure (in w.g.)	Exhaust/Return Fan Static Pressure (in w.g.)
MB	CD60 (Control Damper 60 - Galvanized Airfoil)	2.2	3,800	1,745	0.22	0.00
MB	Return Air Opening	2.2	3,800	1,745	0.51	0.00
FF	2" Pleated 30% Efficiency (MERV 8)	8.9	3,800	428	0.23	0.00
FF	Dirty Filter Allowance	0.0		0	0.50	0.00
CC	Heating - 1 Row - 11 Fins Per Inch	8.9	3,800	427	0.05	0.00
CC	Cooling - 6 Row - 10 Fins Per Inch	8.9	3,800	428	0.58	0.00
FS	Supply Air Opening	3.5	3,800	1,073	0.19	0.00
FS	External Static - User Entered	0.0		0	3.00	0.00
<b>Total</b>					<b>5.28</b>	<b>0.00</b>

**Dimensions and Weight**

Details					
Segment	Description	Length <sup>1</sup> (in)	Height (in)	Width <sup>2</sup> (in)	Weight <sup>3</sup> (lbs)
MB	Mixing Box	24	47	45	450
FF	Flat Filter	7	47	45	168
CC	Cooling Coil	50	47	45	1,196
FS	Fan (Supply)	49	47	45	1,112
<b>Overall</b>		<b>130</b>			

**Notes**

<sup>1</sup>The length includes bottom tier segments only.

<sup>2</sup>The width does not include coil connection extensions or door latches that extend beyond the unit casing. The width does not include the depth of any pipe chases.

<sup>3</sup>See Shipping Summary for notes on weights.

**Statement of Compliance**
**Details**

MILLER-PICKING™ Custom Air Handling Unit AHU's meet IBC seismic requirements for non-critical equipment ( $I_p = 1.0$ ) for locations with design spectral response  $S_{ds} \leq 0.43$ . Units must be rigid mounted.

The anchorage of the unit to the ground or building structure needs to be evaluated by and is the responsibility of the engineer of record.

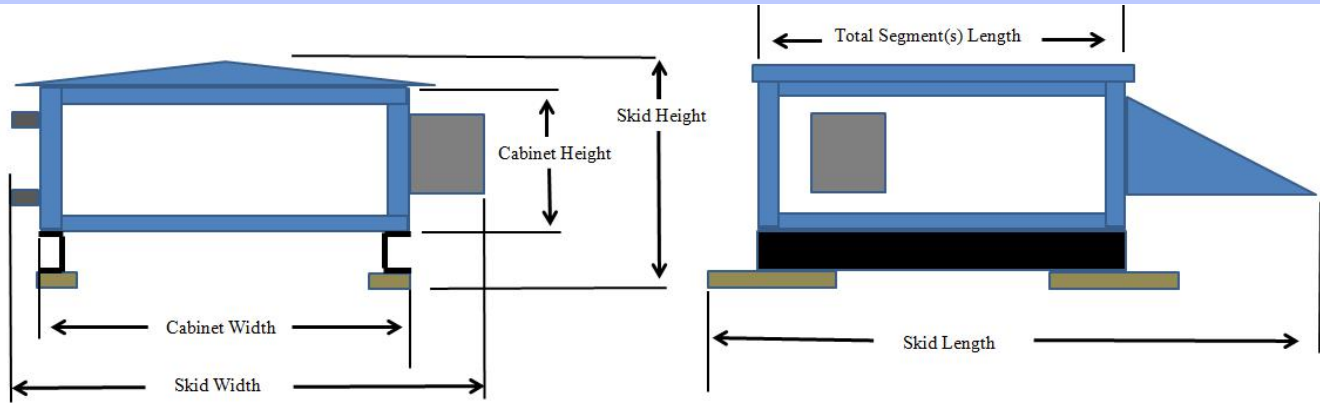
Specification of seismic requirements is the responsibility of the project design engineer. If formal certification is required, please contact your sales representative and/or application engineer for review. Certain application and site requirements may require additional cost and/or lead time.

Component locations are listed as Segment Hand (Unit Hand): ex. Left (Right). See Submittal Drawing for additional details.

Air handling unit parameters vary depending on conditions. Parameters such as airflows, air pressure drops, and coil capacities are shown for design conditions.

**Shipping Summary**

Details				
Skid	Skid Length (in)	Skid Height (in)	Skid Width (in)	Skid Weight (lbs)
FF MB	42	63	48	618
CC	50	63	56	1,136
FS	49	63	62	1,112
<b>Overall</b>				<b>2,866</b>


**Notes**

**Skid Width:** Total width of the shipping skid, including any items that may extend beyond the cabinet (this includes any door handles, coil connections, drain connections, lifting lugs, mounted pipe-chases, electrical/control components, tie-down brackets, side dampers).

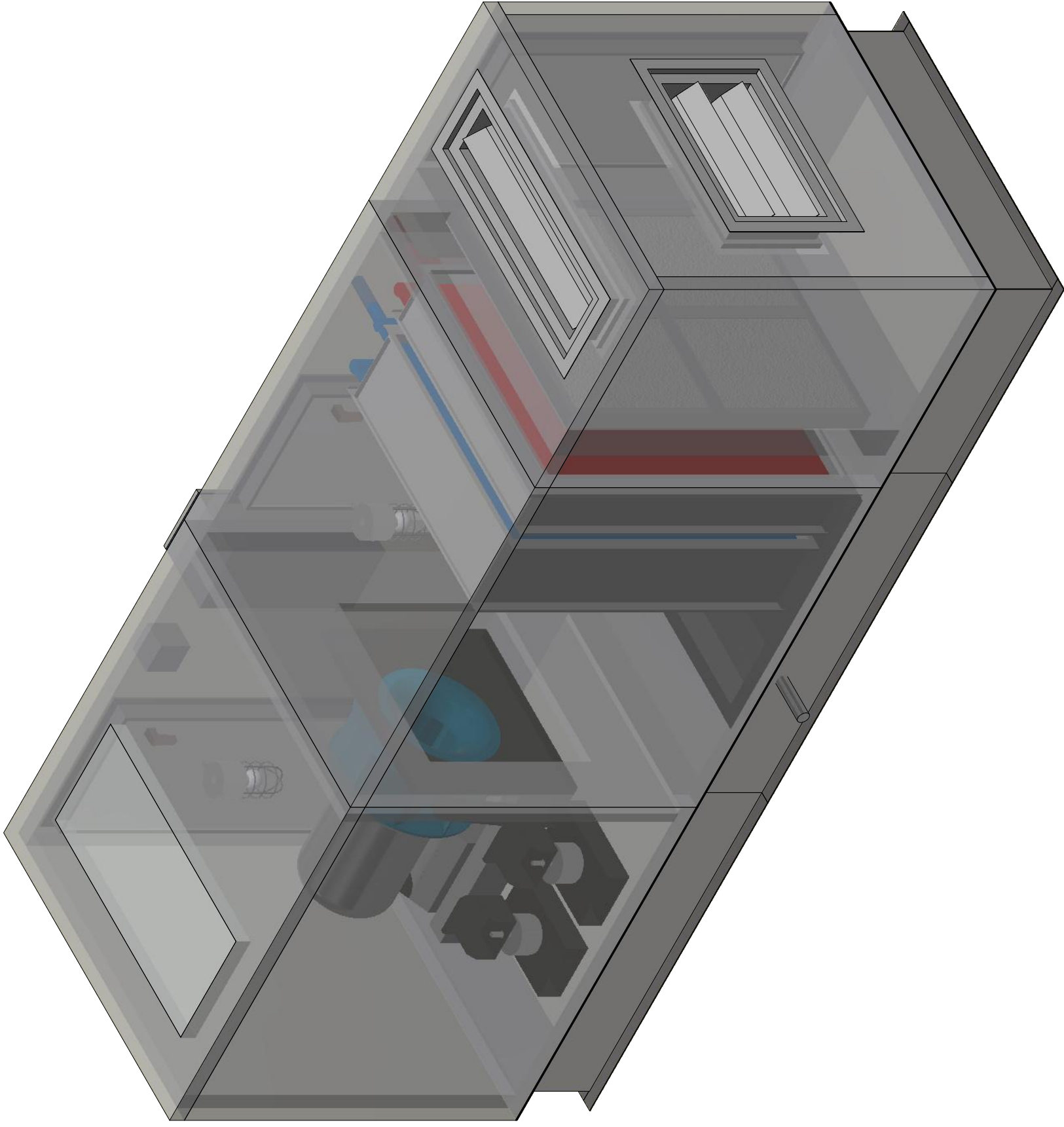
**Skid Height:** Total height of the shipping skid, including any items that may extend beyond the cabinet (this includes any base-rails, shipping wood-blocks, roof peak, discharge flanges, mounted gas-furnace flue pipes).

**Skid Length:** Total length of the shipping skid, including any items that may extend beyond the cabinet (this includes any mounted rain-hoods, discharge flanges, tie-down brackets, shipping wood-blocks, front dampers, split connectors, electrical/control components, outrigging extensions, isolation dampers, inlet baskets).

**Skid Weight:** Weight values represent the estimated operational weight with a tolerance of +/- 10% for values greater than 5,000 lbs. Values less than 5,000 lbs. may have higher percentage variation but not any consequential shipping impact. Operational weight estimate includes unit shell, internal components and structure, and known ship loose and/or field-installed items (weather hoods, pipe chases, factory-provided filter media and estimated fluid weight in coils). Actual operating weight will be heavier due to additional field installed materials including but not limited to field-provided filter media, piping, control devices, and/or inertia base concrete.



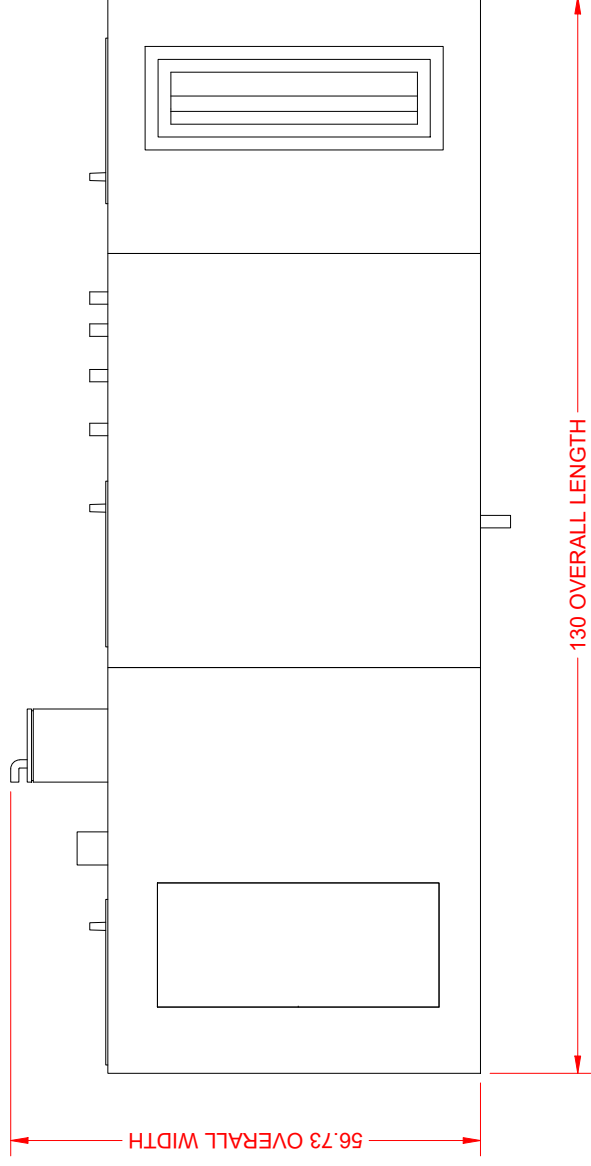




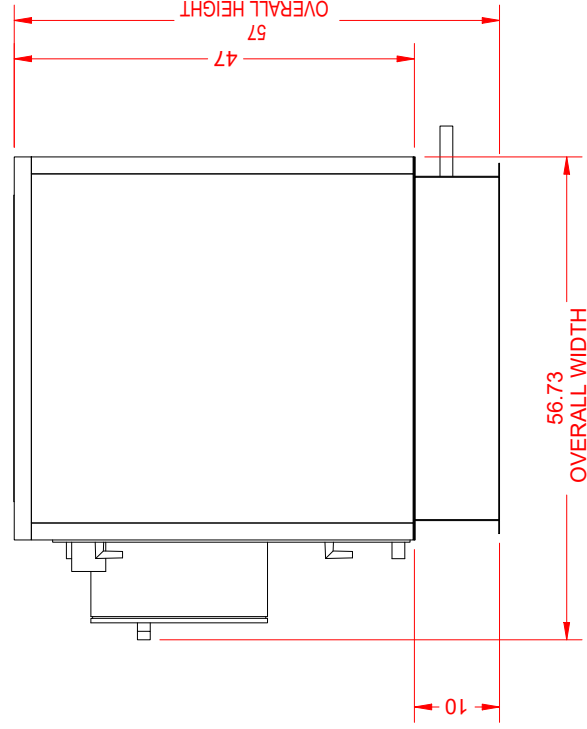
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				DESIGNATION: AHU-1	CONTRACT#:	DIMENSION TOLERANCES: UNIT (+/- 1/2"); PIPING (+/- 2")	
				PROJECT NAME: OWEN VALLEY MIDDLE SCHOOL CANOPY	UNIT	WEIGHT: 2926 (+/- 10%)	 PLAN VIEW
				SECURED ENHANCE IMPROVEMENTS	1	<b>DRAWING NOT TO BE USED FOR CONSTRUCTION</b>	



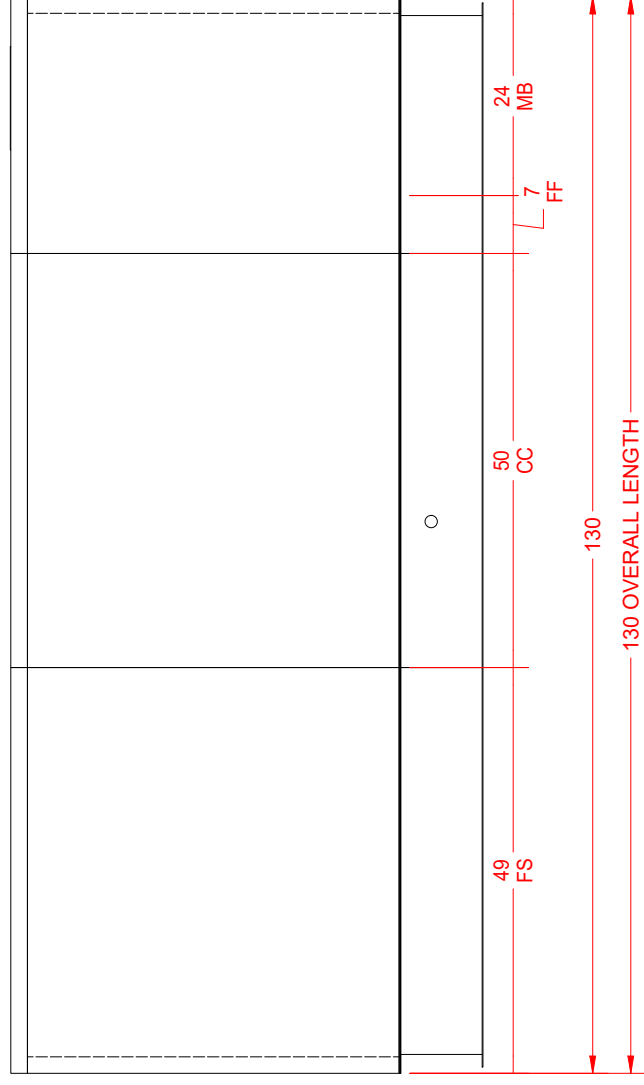
**PLAN VIEW**



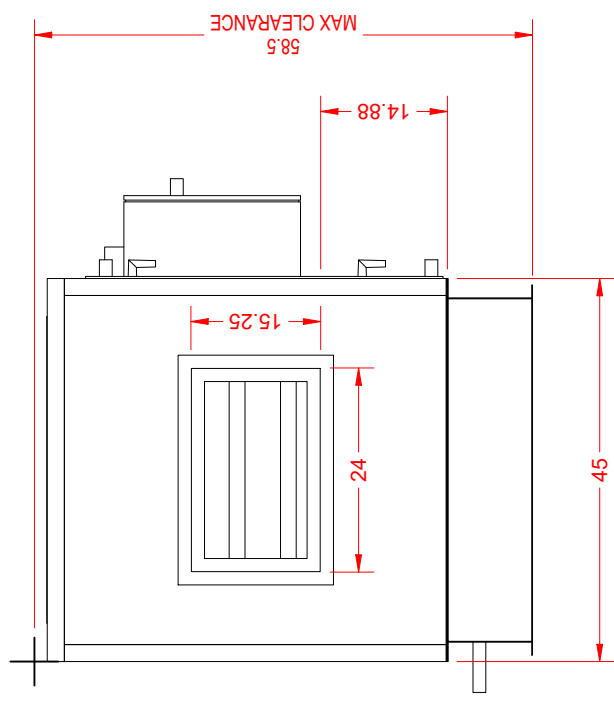
**REAR VIEW**



**ELEVATION VIEW LEFT**



**FRONT VIEW**



**NOTES:**

REFER TO PERFORMANCE REPORT FOR SHIPPING SPLIT DETAILS.

ALLOW SUFFICIENT SPACE AROUND THE UNIT FOR REMOVING THE ACCESS PANELS AND VARIOUS PARTS OF THE UNIT. A MINIMUM CLEARANCE EQUAL TO THE WIDTH OF THE UNIT MUST BE PROVIDED ON ONE SIDE OF THE UNIT FOR REMOVING THE COIL OR FAN ASSEMBLY.

CONTRACTOR RESPONSIBLE FOR PENETRATIONS AND CONNECTIONS OF ALL ELECTRICAL BOXES AND INTERNAL COIL CONNECTIONS (IF PRESENT).

OVERALL DIMENSIONS ACCOUNT FOR COMPONENTS EXTENDING BEYOND UNIT CABINET IN ORDER TO CONVEY THE TRUE SPACE REQUIREMENTS FOR THE UNIT. THESE ITEMS MAY INCLUDE OUTDOOR ROOF PEAK, MOTOR CONTROL AND/OR FACTORY PACKAGE CONTROL BOXES, WEATHER HOODS, PIPE CHASES, DAMPER/LOUVER ASSEMBLIES, AND/OR UNIT BASE RAIL.

CERTAIN ITEMS MAY EXTEND BEYOND CABINET DIMENSIONS INCLUDING: COIL CONNECTIONS, ROOF TRIM, DOOR HANDLES, LIGHT SWITCHES, ELECTRICAL PANEL HANDLES, LIFTING LUGS, GAS FUEL SYSTEM, ETC.

FILTER DIMENSIONS ARE NOMINAL SIZES.

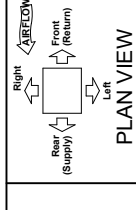
ELECTRICAL DEVICES (LIGHTS, SWITCHES, PANELS, ETC.) INDICATE GENERAL AREA OF UNIT (E.G., SEGMENT); FINAL PLACEMENT DETERMINED DURING MANUFACTURING.

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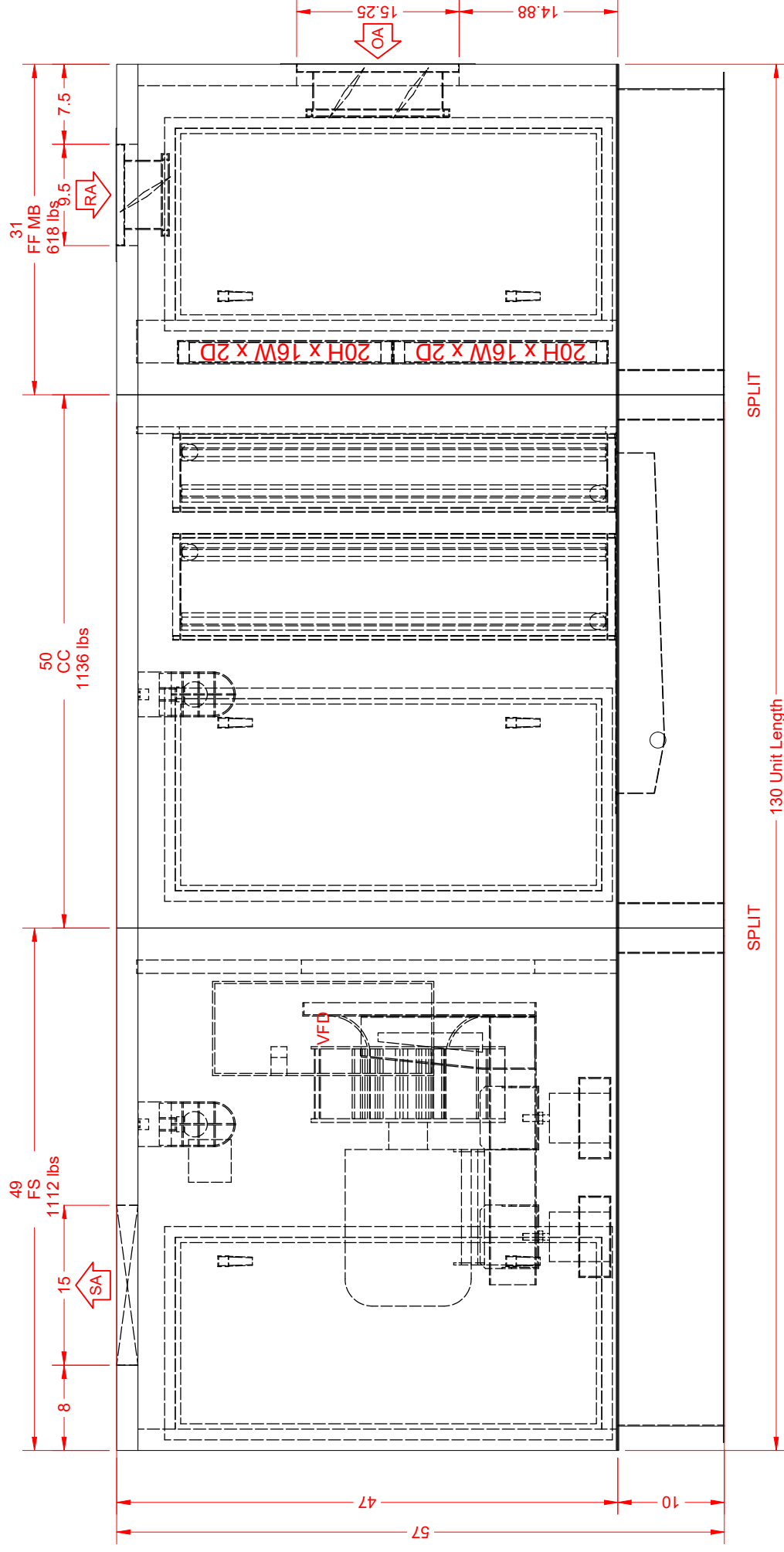
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 MODEL: MPI47x45  
 DESIGNATION: AHU-1  
 PROJECT NAME: OWEN VALLEY MIDDLE SCHOOL CANOPY

**EXTENTS VIEW**  
 SHEET 2 OF 5 CONTRACT#:  
 UNIT **AHU-1**  
 AIR FLOW PERFORMANCE IMPROVEMENTS

ALL DIMENSIONS SHOWN IN: INCHES  
 DRAWING SCALE: NTS  
 DIMENSION TOLERANCES: UNIT (+/- 1/2"); PIPING (+/- 2")  
 WEIGHT: 2926 (+/- 10%)  
**DRAWING NOT TO BE USED FOR CONSTRUCTION**



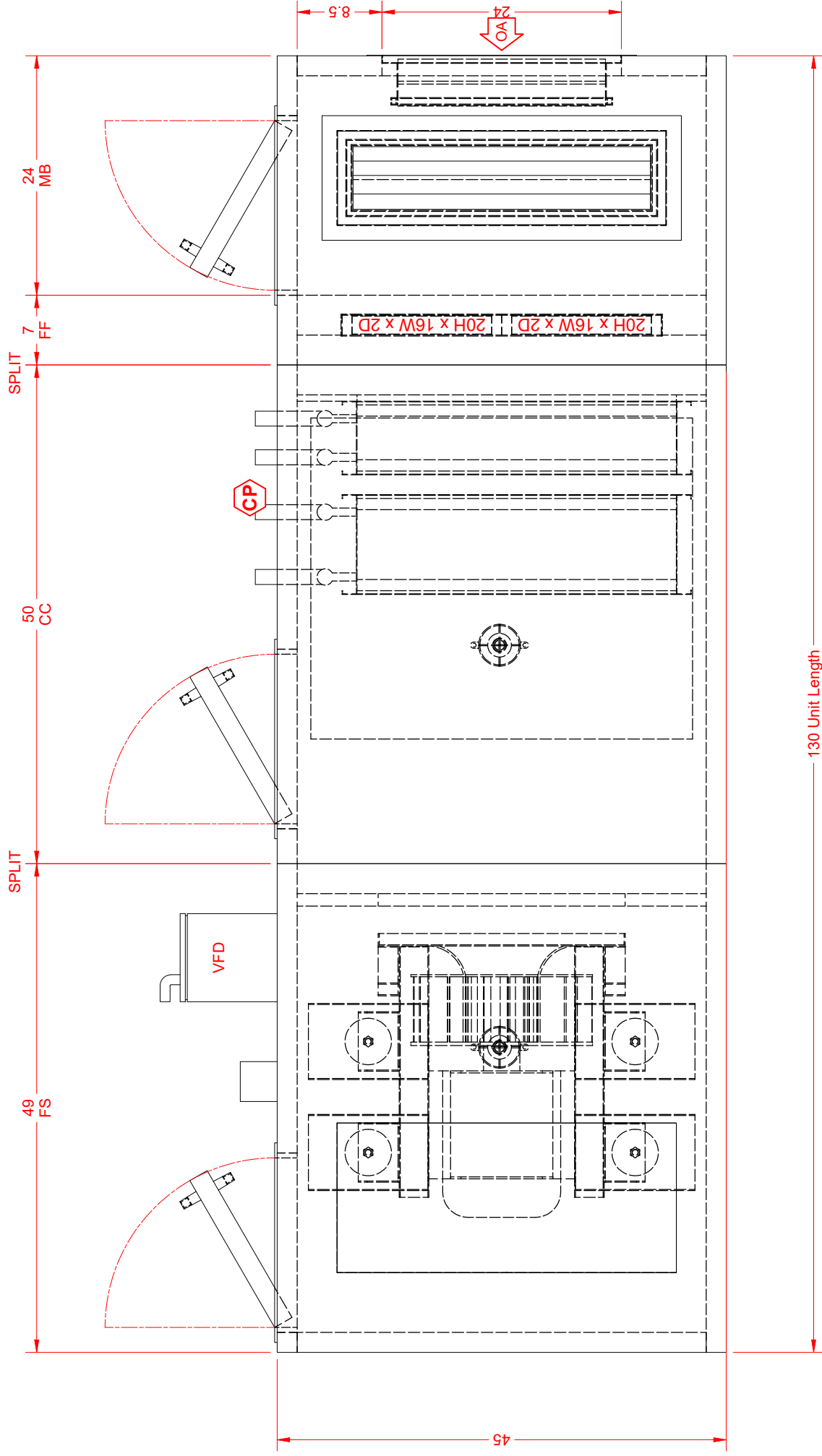




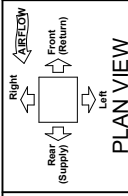
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				MODEL: MPI-47x45 DESIGNATION: AHU-1 PROJECT NAME: OWEN VALLEY MIDDLE SCHOOL CANOPY SECURITY IMPROVEMENTS	SHEET 3 OF 5 UNIT 1		
	10/05/2023 11:32:53 PM UTC			CONTRACT#:			







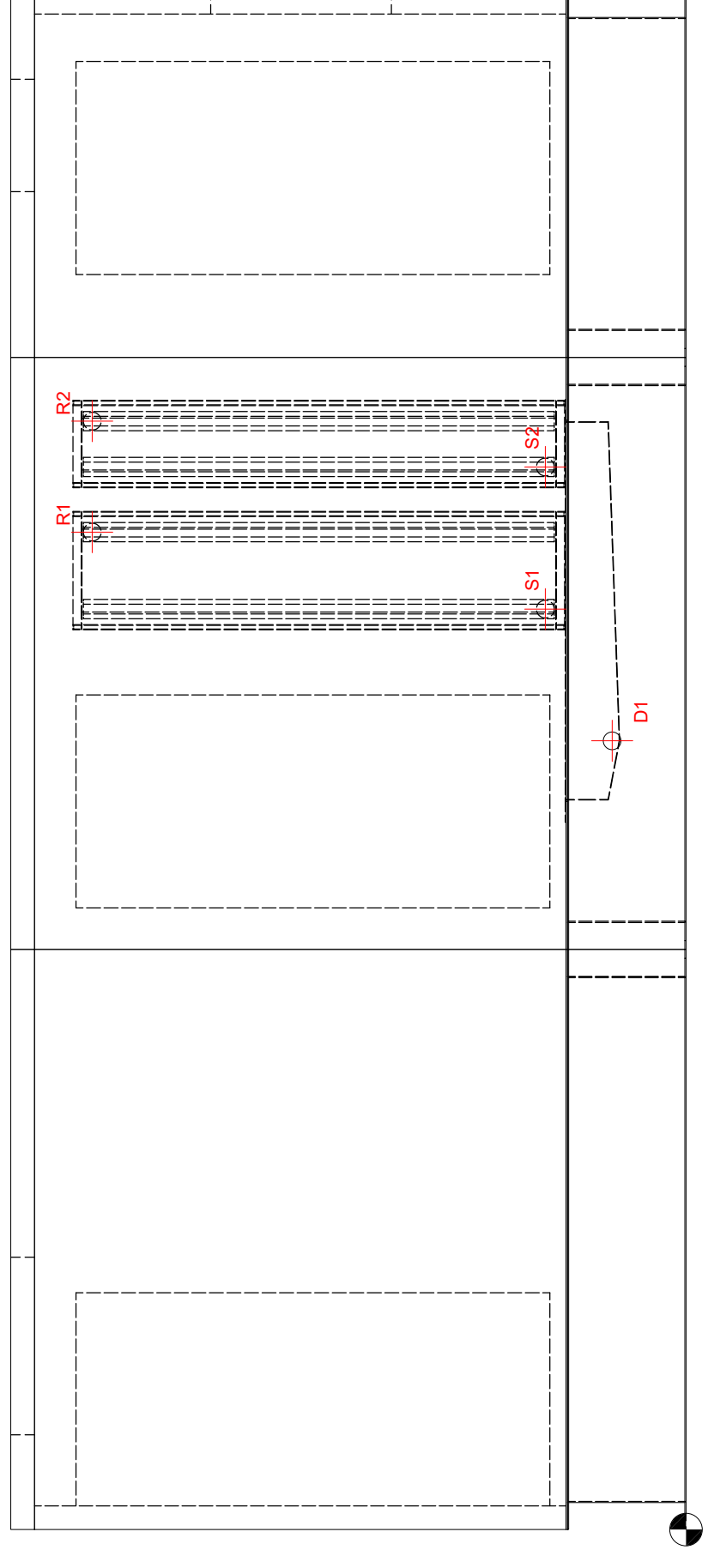
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				10/05/2023 11:32:53 PM UTC	SHEET 4 OF 5	
				MODEL: MPI-47x45	CONTRACT#:	
				DESIGNATION: AHU-1	UNIT	
				PROJECT NAME: OWEN VALLEY MIDDLE SCHOOL CANOPY	PERFORMANCE IMPROVEMENTS	







COIL CONNECTIONS						
CNCT	XDIM	YDIM	SEG	HAND	TYPE	SIZE
S2	89.7	11.9	CC	RIGHT	MPT	1.5
S1	77.7	11.9	CC	RIGHT	MPT	1.5
R1	84.2	50.1	CC	RIGHT	MPT	1.5
R2	93.6	50.1	CC	RIGHT	MPT	1.5
DRAIN CONNECTIONS						
CNCT	XDIM	YDIM	SEG	HAND	TYPE	SIZE
D1	66.6	6.2	CC	LEFT	-	1.5
						DRAIN



REV	DATE	REVISION CHANGE	REV BY

**MILLER PICKING UNIT DRAWING**  
 10/05/2023 11:32:53 PM UTC  
 MODEL: MPI-47x45  
 DESIGNATION: AHU-1  
 PROJECT NAME: OWEN VALLEY MIDDLE SCHOOL CANOPY

**PIPING CONNECTIONS**  
 SHEET 5 OF 5 CONTRACT#:  
 UNIT **AHU-1**  
 PERFORMANCE IMPROVEMENTS

ALL DIMENSIONS SHOWN IN: INCHES  
 DRAWING SCALE: NTS  
 DIMENSION TOLERANCES: UNIT (+/- 1/2"); PIPING (+/- 2")  
 WEIGHT: 2926 (+/- 10%)  
**DRAWING NOT TO BE USED FOR CONSTRUCTION**

