SECTION 001030 - ECONOMIC INCLUSION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Specification Section 004339 - M/W/VBE Participation List.

1.2 GENERAL INFORMATION NOTES

A. The Owner and Construction Manager have established a proactive process and are actively seeking and offering opportunities to all interested and prequalified bidders for the Project. The project has established a target goal of ten percent (10%) for the overall Minority /Women/Veteran owned Business Enterprises (M/W/VBE) participation as prime contractors, lower tier Contractors and suppliers. Economic inclusion will be one of criteria for the lowest gualified bidder recommendations.

1.2 OVERALL GOALS AND OBJECTIVES

- A. Maximize the opportunities for inclusion of M/W/VBEs in the construction of the Project.
- Exceed overall participation goal of ten percent (10%) with targets of 6% MBE, 2.5%
 WBE and 1.5% VBE for the construction of the Project.
- C. Build capacity of local M/W/VBEs through the construction of the Project.
- D. While the Plan establishes the overall Project goals listed above, the Owner reserves the ability to adjust the goals for individual trade bid packages as may be appropriate, based upon the understood capacity available within the Terre Haute, Indiana and surrounding communities. These adjustments shall be made with the advice and guidance of the Project Team to create the opportunity for maximum participation within each trade bid package. It is further understood that there may be elements of the Project where capacity is limited to the extent that these elements may be excluded or reduced in each trade bid package.

PART 2 – NOT USED

PART 3 – EXECUTION

3.1 MBE, WBE AND VBE COMPLIANCE INSTRUCTIONS

- A. The Owner is committed to providing minority owned, women owned and veteran owned firms every opportunity to compete for its business. Efforts will be made to identify, solicit Bids, and communicate with minority owned, women owned and veteran owned Bidders so that they may become more viable Bidders. Bidding shall be conducted according to the "Governor's Commission on Minority Business Development," Indiana Statute 4-13-16.5, Indiana Veteran Owned Small Business Program Statute IC 5-22-14-3.5 and by Federal Uniform Procurement Guidance 2 CFR 200.320, concerning minority, women, and veteran owned business enterprises. The Governor's Commission is charged with establishing annual goals for the use of minority and women owned business enterprises Goals for Veteran Owned Business shall be the. same as those established by the State of Indiana's Indiana Department of Administration (IDOA).
- B. Minority Owned Business Enterprise" (MBE), "Women Owned Business Enterprise" (WBE) and "Veteran Owned Business Enterprise" (VBE) means an individual, partnership, corporation, limited liability company, or joint venture of any kind that is owned and controlled by one or more persons who are United States citizens and are certified by the State of Indiana to be affiliated with a Minority Owned Business Enterprise, Women Owned Business Enterprise and Veteran Owned Business Enterprise firm.
 - 1. "Owned and controlled" means having:
 - a. Ownership of at least fifty-one percent (51%) of the enterprise, including corporate stock of a corporation;
 - b. Control over the management and active in the day-to-day operations of the business; and
 - c. An interest in the capital, assets, and profits and losses of the business proportionate to the percentage of Ownership.
 - 2. "Minority group" means:
 - a. Black Americans
 - b. Native American
 - c. Hispanic Americans
 - d. Asian-Pacific Americans
 - e. Subcontinent Asian Americans
 - f. Alaskan Natives
 - 3. "Veteran" means:

- a. A firm that has been registered with the US Department of Veteran Affairs to be a VBE.
- b. A Veteran is a person who served on active duty with the US Army, Air Force, Navy, Marines or Coast Guard for any length of time and at any place and who was discharged or released under conditions other than dishonorable.
- C. Bidders shall take all necessary and reasonable steps to ensure that Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (VBE) have the maximum opportunity to compete for and perform work included in this project.
- D. "GOOD FAITH EFFORT" REQUIRMENT
 - 1. The Owner requires that the Bidder show a good faith effort to meet the goals. If proposed M/W/VBE participation is less than the goals established in each bid package and the Bidder is determined to be the apparent lowest responsive Bidder in all other respects, such Bidder will be required to demonstrate that positive good faith efforts were taken prior to the Bid date to secure the utilization of M/W/VBEs, and the reason for the Bidder's inability to achieve the stated goals despite such efforts. The decision of the Owner related to whether a Bidder has satisfactorily demonstrated good faith efforts shall be conclusive and binding upon such Bidder.
 - 2. Further, Contractors proposed by Bidders shall be encouraged by the Bidders to maximize participation opportunities within the scope of the proposed subcontracted portion of Work.
 - 3. The following are recommended "Good Faith Efforts" to provide a responsive Bid:
 - a. Attendance at any pre-Bid or pre-solicitation meeting held by the Owner or Construction Manager to inform M/W/VBEs of contract opportunities.
 - b. Meeting with the Project Team.
 - c. Advertisement of contract opportunities by the Bidder, in general circulation, trade and minority-focused media.
 - d. Selection of portions of the work to be done by M/W/VBEs, such as the division of contracts into economically feasible units to facilitate participation.

- e. Provision of proof of efforts to assist M/W/VBEs to obtain bonding, lines of credit or insurance.
- f. Provision of adequate information about plans, specifications and/or contract requirements.
- g. Negotiation in good faith by the Bidder with interested M/W/VBEs, with no M/W/VBE rejected an unqualified without sound reason.
- h. The effective use of the services of available minority organizations, contractors' groups, the state and local offices, etc., that have knowledge of available M/W/VBEs or the means to locate such M/W/VBEs.
- i. Other(s) as approved by the Team.
- E. Bidders shall indicate qualifying business enterprises by placing (MBE), (WBE) or (VBE) after the prime contractor's and subcontractor's name listed on the "Participation List of Prime/Contractors" submitted with the bid. The Owner reserves the right to verify all information included in the "Participation List of Prime/Contractors." Bidders are expected to make a good faith effort to meet the Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (VBE) participation goals or indicate on the "Participation List of Prime/Contractors" the reasons for a lack of Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Veteran Owned Business Enterprise (VBE) participation in the project.
- F. Each solicitation for which a project goal has been established requires the Bidder to submit the following information:
 - 1. The names and addresses of M/W/VBE firms that will participate in the contract;
 - 2. A description of the work that each M/W/VBE will perform;
 - 3. The dollar amount of the participation of each M/W/VBE firm;
 - 4. Written commitment to use an M/W/VBE subcontractor whose participation it submits to meet a contract goal as provided.
 - 5. Reconciliation of the final dollar amount paid to each M/W/VBE participant upon project completion including a written description of any variance in the original amount as requested by the Construction Manager.

- G. Bidders shall submit proof of MBE, WBE and VBE certification for each MBE, WBE, and VBE listed. Certification shall be by the appropriate State of Indiana Department or any other certifying entity recognized by the state or federal government. The Owner will not consider MBE, WBE and VBE participation from non-certified entities.
- H. The Prime Contractor receiving the Bid award will be expected to report their actual M/W/VBE participation on a monthly basis.
- I. The Owner, at its discretion, may waive in part or in whole the minority business enterprise, women business enterprise and/or veteran business enterprise requirement if in the opinion of the Owner it would be impractical, or not in the best interest of the Owner.

END OF SECTION 001030

SECTION 001100 - INVITIATION TO BID

PART 1 – GENERAL

1.1 INVITITATION TO BID

A. The advertised Notice to Bidders follows this page.

NOTICE TO BIDDERS

Notice is hereby given that the Vigo County Commissioners will receive sealed bids for the listed items. Said bids will be received by the County Auditor located at 127 Oak Street, Terre Haute, Indiana 47807, until **2:00 PM (local time) on Thursday, October 3rd.** Bids will be immediately transferred to the County Council Chambers at which time they will be publicly opened.

VIGO COUNTY SECURITY CENTER

500 West Honey Creek Drive, Terre Haute, IN 47802

- 1. Bid Package No. 01 General Trades (general clean up, concrete foundations, slab on grade and topping slabs; precast, casework and cabinetry, carpentry, waterproofing, perimeter insulation, *EIFS*, metal wall and roof panels, firestopping, caulking, doors, frames and hardware; overhead doors, detention doors and door hardware, storefront, glass and glazing; skylights, fiberglass wall panels, sound panels, visual display units, plaques, interior signage, dimensional lettering, pylon signage, specialties, projection screens, blinds, seating, site furnishings, site clearing, earthwork, aggregate piles, site concrete paving and sealants, fencing, turf and grasses, plantings, site storm,)
- 2. Bid Package No. 02 Asphalt Paving (asphalt paving, bumpers, and pavement markings)
- 3. **Bid Package No. 03 Masonry** (masonry grouting, accessories, brick, concrete unit masonry, stone masonry, cast stone masonry)
- 4. **Bid Package No. 04 Structural Steel** (metal fastenings, security fastenings, structural steel framing, architecturally exposed steel framing, joists, deck, metal fabrications, metal stairs, railings, loading dock equipment)
- 5. **Bid Package No. 05 Roofing** (TPO roofing, sheet metal flashing and trim; roof specialties, hatches, roof expansion, snow guards)
- 6. Bid Package No. 06 Metal Studs, Drywall & Acoustical Ceilings (cold-formed framing, rough carpentry, sheathing, insulation, non-structural metal framing, gypsum board, acoustic ceilings, security ceilings)
- 7. **Bid package No. 07 Painting** (painting of architecturally exposed steel, resinous flooring, shower coatings, wall coverings, exterior painting, interior painting, interior pavement marking)
- 8. **Bid Package No. 08 Flooring and Ceramic Tile** (*tiling, resilient base and accessories, resilient tile, athletic flooring, resinous terrazzo, resinous flooring, tile carpeting*)
- 9. **Bid Package No. 09 Fire Protection** (firestopping, sleeves, valves, piping and equipment, fire department connections, wet-pipe sprinkler system, dry chemical fire-extinguishing system, site connection to utility)
- 10. Bid Package No. 10 Mechanical and Plumbing (firestopping, plumbing piping, meters and gages, valves, piping, pipe insulation, site water connection to utility, final hookups to kitchen equipment, site sanitary connection to utility, sanitary piping and vents, sanitary specialties, pumps, gas piping, site gas piping to utility, water heaters, plumbing fixtures, security fixtures, HVAC piping, HVAC piping insulation, test and balancing, duct, duct insulation, direct digital controls, HVAC equipment, HVAC specialties)
- 11. Bid Package No. 11 Electrical Systems (firestopping, low voltage electrical, conduit and wire, arc-flash analysis, lighting controls, distribution transformers, switchboards, panelboards, wiring devices, final hookups to kitchen equipment, switches and circuit breakers, motor controllers, generators, transfer switches, interior and exterior lighting, emergency lighting, light poles, communications systems, site connection to utility, access control, fire alarm)
- 12. Bid Package No. 12 Kitchen Equipment

13. Bid Package No. 13 – Detention Equipment (security fastenings, security access doors, detention doors, frames, and hardware, security glazing, wire mesh partitions, detention accessories, security equipment, gun lockers, detention furniture, institutional furniture, prefabricated cells, cell padding, access control, video communication, security automation, graphic interface, fire alarm systems, audio communications)

Drawings & Specifications will be available on September 5, 2019 and may be obtained from:

- www.garmong.net > Projects Bidding > Public Jobs
- www.rapidplanroom.com
- Rapid Reproductions, 12 S 11th St, Terre Haute, IN 47807 (For Purchase)
- Garmong Construction Services office, 3050 Poplar Ave., Terre Haute, IN 47803 (For Viewing)
- DLZ Indiana LLC, 157 East Maryland Street, Indianapolis, IN 46204 (For Viewing)

A voluntary pre-bid meeting will be held September 19th at 10:00 AM (local time) in the County Council Chambers located at 127 Oak Street, Terre Haute, Indiana 47807. All bidders are encouraged to attend.

All bids must be submitted on the prescribed State Board of Accounts Bid Form 96, which includes the completed execution of a non-collusion affidavit. Bids shall be valid for ninety (90) days.

Bid Security: Bidders shall include with their bid, a bid deposit in the amount of 5% of the total bid in the form of a bank draft, certified check, money order or bid bond.

After an award has been made to the successful bidder(s), the bid securities will be returned within ninety (90) days. The bid security of the lowest acceptable bidder will be returned on request after the Commissioners have made an award to the successful bidder and if satisfactory Payment and Performance Bonds have been delivered to the Vigo County Commissioners.

The successful bidders will be required to furnish a satisfactory Payment and Performance Bond in the sum equal to the full amount of the Contract.

The Vigo County Commissioners reserve the right to reject any or all bids presented and waive technicalities as to procedures and to award a contract on the bid that, in its judgment, is the most advantageous to the Vigo County Commissioners.

SECTION 002113 – INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. The instructions to Bidders for this Project are contained in AIA Document A701 1997, Instructions to Bidders, (1997 Edition – Electronic Format), with certain modifications incorporated directly into the Document.
- B. A copy of the AIA Document A701 1997, including modifications as indicated, is bound hereinafter.
- 1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
- A. Refer to Division 0 Section "Supplementary Instructions to Bidders" for additional modifications to the Instructions to Bidders beyond those incorporated directly into Section 002113.
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used)

END OF SECTION 00 21 13

ATA Document A701[™] – 1997

Instructions to Bidders

for the following PROJECT:

(Name and location or address) Vigo County Sheriff's Office and Jail 500 West Honey Creek Drive Terre Haute, IN 47802

THE OWNER:

(Name, legal status and address) Vigo County Board of Commissioners 650 South 1st Street Terre Haute, IN 47807

THE ARCHITECT:

(Name, legal status and address) DLZ Indiana, LLC 157 East Maryland Street Indianapolis, IN 46204

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 **BIDDER'S REPRESENTATIONS**
- 3 BIDDING DOCUMENTS
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- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ADDITIONS AND DELETIONS:

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

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

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding – Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

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§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS § 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1)

withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

Additions and Deletions Report for

AIA[®] Document A701[™] – 1997

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PAGE 1

Vigo County Sheriff's Office and Jail 500 West Honey Creek Drive Terre Haute, IN 47802

...

Vigo County Board of Commissioners 650 South 1st Street Terre Haute, IN 47807

.....

(Name, legal status and address) DLZ Indiana, LLC 157 East Maryland Street Indianapolis, IN 46204

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(Title)

(Dated)

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SECTION 002213 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 STATEMENT OF INTENT

Unless otherwise provided in these Supplementary Instructions to Bidders, the preparation, submittal and consideration of proposals for the Work shall be bound and governed by the terms of AIA Document A701- 1997, Instructions to Bidders, (1997 Edition – Electronic Format) with modifications, included in this Project Manual as Section 002113. The following Supplementary Instructions to Bidders modify, delete from and add to Section 002113. Where an Article, Paragraph, Subparagraph or Clause of Section 002113 is modified, deleted or added to by these Supplementary Instructions, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

A. ARTICLE 2 - BIDDER'S REPRESENTATIONS

1. Add the following new Clause 2.1.3.2:

"2.1.3.2 Contact the following during the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, to arrange for site visitations: Construction Manager, Garmong Construction Services, Mike Peterson, Project Manager, 812-234-3714 or <u>mpeterson@gamong.net</u>."

B. ARTICLE 3 - BIDDING DOCUMENTS

1. Amend the Subparagraph 3.1.1 as follows:

"Complete copies of the Bid Documents may be ordered by prospective Bidders from:

Rapid Reproductions 129 South 11th Street Terre Haute, IN 812-238-1681

Sets or partial sets may be purchased from printer by Prime Bidders or sub-bidders for the reproduction and delivery cost as determined by Rapid Reproductions, which is NOT refundable. Purchase of partial sets does not waive the Prime Bidders' responsibility to provide a complete bid.

Bid Documents may be viewed from any of the following locations:

www.garmong.net>Projects Bidding>Public Jobs

C.H. Garmong & Son, Inc. 3050 Polar Street

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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Terre Haute, IN 47803

DLZ Indiana, LLC 157 East Maryland Street Indianapolis, IN 46204"

2. Modify the following Clause 3.1.3:

"Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner, Architect, nor Construction Manager assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents."

3. Modify the following Clause 3.1.4:

"The Owner, Architect, and Construction Manager may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents."

4. Add the following to Subparagraph 3.2.2:

"The Architect shall reasonably respond to such request. However, neither the Architect nor the Owner shall have responsibility or liability for failure to respond."

5. Modify the first sentences of 3.3.2 to read as follows:

"No substitution will be considered prior to receipt of Bids unless written request for approval has been received by Architect in time to allow issuance of addendum. Bidders must not anticipate such consideration unless the written request has been received by Architect at least ten days prior to the date for receipt of Bids."

6. Addenda: Add the following to 3.4.3:

"Architect may issue an addendum later than four days prior to the date of receipt of bids to accommodate unusual circumstances as determined solely by the Architect. In such circumstance, Architect will endeavor to notify Bidders of Record via telephone and facsimile in addition to mailing the addendum."

C. ARTICLE 4 - BIDDING PROCEDURES

1. Preparation of Bids: Delete Subparagraph 4.1.1 in its entirety and substitute the following:

"4.1.1 Bids shall be submitted on State Form 96 and on the Supplementary Bid Form included in the Project Manual. Submit two (2) signed original copies of each bid, with accompanying documents, including one (1) copy of Financial Statement."

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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Add the following new Clause 4.2.3.1:

"4.2.3.1 A bid security of not less than 5% of the total amount of the highest bid amount submitted by the bidder, including alternates, shall be submitted in the form of a certified check, cashier's check, or a bid bond. Bid bonds shall be executed by the Bidder and by a surety company approved by the Owner and qualified to do business in the State of Indiana. Check or bid bond shall be made payable to: Vigo County Commissioners. Every Bidder whose principal place of business is not in the State of Indiana shall file his or its bid security in the form of either a bid bond or a certified check drawn on a bank or trust company that is a member of the Federal Reserve System."

2. Modify the following Clause 4.3.1:

"All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and Shall be identified with the Project Name, the Bidder's name and address and, Release Number for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "Sealed Bid Enclosed" on the face thereof."

3. Modify the following Clause 4.3.1.3:

"Document 0 Section – "Subcontractor and Material List" shall be completed and submitted in duplicated to the Construction Manager within 24 hours of the Bid Date and time."

4. State of Indiana Requirements

"4.5.1 The Bid Form is Form No. 96, 'General Bid for Public Work.' Prescribed by the State Board of Accounts of Indiana, revised 2013, modified for the requirements of this project. This form also includes the 'Non-Collusion Affidavit' which must be notarized."

"4.5.2 In accordance with Form No. 96, submit with the Bid a fully completed Financial Statement specific enough for the Owner's governing body to make a proper determination of the Bidders' capability for completing the project if awarded. In the absence of a properly prepared financial statement from a Certified Public Accountant, use Form 102 included in the Project Manual. (00 45 13)

"4.5.3 Additional Requirements: Submit the following with the Bid:

- Minority Business Enterprise/Women Business Enterprise: Submit with the Bid a fully completed Non-Discrimination Affidavit. (00 43 39 includes a sample)
- Failure to provide required documents will be grounds to reject a bid.

"4.5.4 Each Bidder shall submit with his Bid a list of projects similar in type, size, and complexity

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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VIGO COUNTY SECURITY CENTER

that his company has completed with the last 5 years. This list shall include: project name; size of the project in square feet; final project cost; date project was completed; name of Owner, Architects, General Contractor, if the Bidder was not the General Contractor; and telephone numbers and names of persons to contact for each entity. In addition the name of the Bidders proposed Project Manager and Superintendent with a summary of their experience and qualifications shall be turned in with Bid."

5. Tax Exemption:

"4.6.1 Materials supplied for this project are exempt from Indiana State Sales Tax."

D. ARTICLE 5 - CONSIDERATION OF BIDS

1. Modify the following Clause 5.1:

"At the discretion of the Owner, properly identified Bids received on time will be publicly opened."

2. Add the following new Subparagraph 5.2.1:

"5.2.1 A bid by a Bidder who contacts a Vigo County Commissioners/Council member, or who sends or distributes any promotional item or materials to a Vigo County Commissioners/Council member from the time Bidding Documents are available and bids are accepted until the time a Contract is awarded may be subject to rejection."

3. Delete the first sentence of Subparagraph 5.3.1 in its entirety and add the following:

"5.3.1 The Owner will award the Contract to the lowest responsible and responsive proposal pursuant to the laws of the State of Indiana. Further award of the Contract shall be contingent upon submission of the proposal in accordance with the requirements of the Construction Documents and the limitation on funds available for the Project, although the Owner shall have the right to waive informalities or irregularities in a proposal received and to accept a proposal which is in compliance with the requirements of Indiana law. The Owner also has the right to reject all proposals.

4. Add the following after Subparagraph 5.3.2:

"The Owner shall have the option, exercisable within ninety (90) calendar days after execution of the Contract, of including or excluding the work required by any alternate proposal, for the sum or sums established for said Alternate Bid."

5.3.2.1 The Owner shall have the option, exercisable within ninety (90) calendar days after execution of the Contract, to accept any or all of the Alternate proposals for the sum or sums

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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established for said Alternates in the Bid. Acceptance of such Alternate proposals after execution of the Contract shall not change the Contract Time for the Work as stated in the Contract, except as specifically noted in the Alternate proposal.

5.3.2.2 Alternate proposals not accepted by the Owner within the specified ninety (90) day period will automatically expire, unless extended in writing by the Contractor.

5.3.2.3 Alternate proposals accepted after execution of the Contract shall be incorporated into the Contract by Change Order."

E. ARTICLE 6 - PERFORMANCE BOND AND PAYMENT BOND

1. Modify the following Clause 6.3.1:

"The Bidder shall furnish in writing to the Construction Manager within 24 hours the following:"

2. Add the following after Subparagraph 6.3.1:

"6.3.1.1 The Owner, Architect/Engineer, and Construction Manager have the right to choose the Subcontractor, Material or Equipment for any particular item where the Bidder fails to list same."

"6.3.1.2 When products are named and a list of acceptable manufacturers is included in the specifications, Bidders shall select one of the named manufacturers in his Schedule of Subcontractors, Manufacturers and Products."

"6.3.1.3 After the submission of this Schedule of Subcontractors, Manufacturers and Products, the Contractor shall make no changes of alternations without the approval of the Construction Manager, Architect/Engineer, and the Owner."

F. ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

1. Delete Subparagraphs 7.1.1, 7.1.2 and 7.1.3 in their entirety and replace with the following:

"7.1.1 Each bidder shall include in his proposal the cost of a Performance Bond and the cost of a Labor and Material Payment Bond. The Performance Bond shall be in the amount of 100% of the Contract Sum. The Labor and Material Payment Bond shall be in an amount of 100% of the Contract Sum. The bonds shall be executed by the bidder and by a surety company with A.M. Best rating of B+ or better, approved by the Owner and qualified to do business in the State of Indiana. Bonds shall be executed on AIA Form A312. Bonds shall be payable to: Vigo County Commissioners."

Add the following new Article 9:

G. "ARTICLE 9 - MISCELLANEOUS PROVISIONS

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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9.1 Questions

9.1.1 Submit all questions about the Drawings and Project Manual in writing to DLZ Indiana, LLC, 157 East Maryland Street, Indianapolis, IN 46204. Replies will be issued to all Bidders in the form of written Addenda to the Drawings and Project Manual and will become part of the Contract Documents. The Architect and Owner will not make, nor be responsible for, oral replies. Questions received less than ten (10) calendar days before the bid opening cannot be answered.

9.2 Governing Laws and Regulations

9.2.1 Codes and Standards:

1. International Building Code, latest edition, with Indiana Amendments, latest edition.

2. NFPA 101, latest edition."

PART 2 - PRODUCTS (Not Used) PART 3 – EXECUTION (Not Used)

END OF SECTION 00 22 13

003000 – AVAILABLE INFORMATION

1.1 SUBSURFACE INVESTIGATION REPORT

A. A geotechnical report for the Project site has been prepared by Patriot Engineering and Environmental, Inc.,
 1359 North Aberdeen Avenue, Terre Haute, IN and is attached herewith.

END OF SECTION 00 30 00



Report of Geotechnical Engineering Investigation **Proposed Vigo County Jail – Former Golf Course Site 500 West Honey Creek Drive Terre Haute, Indiana** Patriot Project No. 19-0357-02G

Prepared For:

Vigo County Commissioners C/O Mr. Ralph Wagle Garmong Construction Services 3050 Poplar Street Terre Haute, IN 47803

Prepared By:

Patriot Engineering and Environmental, Inc. 1359 N. Aberdeen Ave. Terre Haute, IN 47804

April 17, 2019



April 17, 2019

Vigo County Commissioners C/O Mr. Ralph Wagle Garmong Construction Services 3050 Poplar Street Terre Haute, IN 47803

RE: Report of Geotechnical Engineering Investigation Proposed Vigo County Jail – Former Golf Course Site 500 West Honey Creek Drive Terre Haute, Indiana Patriot Project No. 19-0357-02G

Dear Ralph:

Attached is the report of our subsurface investigation for the proposed Vigo County Jail at the former Stu's Golf Course Site. This investigation was completed in general accordance with our Proposal No. P19-0435-02G dated March 12, 2019. Approval to conduct this investigation was afforded in the form of an email dated March 18, 2019.

This report includes detailed and graphic logs of the test borings drilled at the proposed project site. Also included in the report are the results of laboratory tests performed on samples obtained from the site, and geotechnical recommendations pertinent to the site development, design, and construction.

We appreciate the opportunity to perform this geotechnical engineering investigation and look forward to working with you during the construction phase of the project. If you have any questions regarding this report or if we may be of any additional assistance regarding any geotechnical aspect of the project, please do not hesitate to contact our office.

Respectfully submitted, **Patriot Engineering and Environmental, Inc.**

Timothy C. Govert Principal/Region Manager



Ronald W. Spivey, P.E. Senior Project Engineer

1359 NORTH ABERDEEN AVENUE, TERRE HAUTE, INDIANA 47804 PH. 812-466-5559 • FAX 812-466-5509 • WEB WWW.PATRIOTENG.COM INDIANA - BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE KENTUCKY - LOUISVILLE, OHIO - CINCINNATI, DAYTON, TENNESSEE - NASHVILLE

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REPORT OF GEOTECHNICAL ENGINEERING INVESTIGATION

Vigo County Jail – Former Golf Course Site 500 West Honey Creek Drive Terre Haute, Indiana Patriot Project No. 19-0357-02G

1.0 INTRODUCTION

1.1 General

The Vigo County Commissioners are considering the former Stu's Golf Course property to receive a new jail and Sherriff's office. The project generally includes a new combined county jail and office building with respective site developments to serve the facility. The Vigo County Commissioners have engaged Patriot Engineering & Environmental, Inc. (Patriot) to perform a Geotechnical investigation of the proposed project site as part of due diligence in site selection procedures, and to provide design and construction information if the site is selected for the development. The results of our geotechnical engineering investigation for the project are presented in this report.

1.2 Purpose and Scope

The purpose of this investigation has been to determine the general near surface and subsurface conditions within the project area and to develop the geotechnical engineering recommendations necessary for site selection considerations and for the design and construction of the new jail and sheriff's office if the site is selected. This was achieved by drilling test borings, and by conducting field and laboratory tests on samples collected from the borings. This report contains the results of our findings, an engineering interpretation of these results with respect to the available project information, and recommendations to aid in the design and construction of the proposed county facility.

2.0 PROJECT INFORMATION

This site being considered for the security center development is positioned on the former Stu's golf course, behind the clubhouse and driving range, and to the immediate east of the wastewater treatment facility and to the west of the AMC theaters. The parcel covers approximately 36.27-acres according to Beacon[™] online information.

The proposed security center is expected to include approximately 130,000 gross square feet of mostly single-story structure, with isolated 2-story height areas to accommodate mechanical equipment and features. The building would include slab-on-grade

construction, with no lower levels, and will likely involve precast concrete panel walls and structural steel elements. The facility will involve various security-level housing units, sheriff's office, administrative areas and other typical spaces associated with jail facilities.

The site would be accessed from West Honey Creek drive, with a service drive stretching southward to the building area. Paved parking areas, service drives and stormwater management features would also be included in the site development.

Based on previously furnished design criteria, we expect that the proposed structure will have wall loads not exceeding 15-kips per lineal feet (klf), isolated column loads not exceeding 225-kips, and that floor loads will not exceed 150-pounds per square foot (psf). The proposed structure finished floor elevation is expected to be at or near the existing grades at the site. Based on observations during the fieldwork phase of our investigation, we estimate that site contours vary about 3 to 5-feet, with greatest contours mostly attributed to features and obstacles from the former golf course. The average contours appear to vary about 2 to 3-feet across the building footprint. It is assumed that any grade raise building pad fill will not exceed 2-feet above the existing ground surface at any portion of the site.

3.0 INVESTIGATIONAL PROCEDURES

3.1 Field Work

A total of (**16**) soil borings and one (1) infiltration test boring were drilled, sampled, and tested at the project site on April 1st through April 3rd, 2019, 2019, at the approximate locations shown on the Boring Location Map in Appendix A. Each of the borings was drilled at the preplanned locations, as marked by our representative. The soil borings representing the building were drilled to depths of 40-feet, and the borings representing pavements were drilled to 5-feet below the existing surface. The percolation test borehole was advanced to 10-feet. All depths are given as feet below the existing ground surface.

The positions of the borings have been located using a handheld global positioning system (GPS). The approximate latitude and longitude of the borings are noted on the individual boring logs, and in the following table.

Boring	Latitude	Longitude	Drilled Depth
Number	(North)	(West)	(linear feet)
B-1	39° 25.606'	87° 25.658'	40
B-2	39° 25.646'	87° 25.651'	40
B-3	39° 25.681'	87° 25.646'	40
B-4	39° 25.606'	87° 25.619'	40
B-5	39° 25.634'	87° 25.616'	40
B-6	39° 25.663'	87° 25.616'	40
B-7	39° 25.606'	87° 25.579'	40
B-8	39° 25.634'	87° 25.579'	40
B-9	39° 25.663'	87° 25.579'	40
S-1	39° 25.885'	87° 25.696'	5
S-2	39° 25.784'	87° 25.696'	5
S-3	39° 25.630'	87° 25.696'	5
S-4	39° 25.572'	87° 25.675'	5
S-5	39° 25.553'	87° 25.618'	5
S-6	39° 25.580'	87° 25.568'	5
S-7	39° 25.698'	87° 25.615'	5
P-1	39° 25.606'	87° 25.711'	10

Table 3.1 – Boring Coordinates

The borings were advanced using $3\frac{1}{4}$ " I.D. (inside diameter) hollow-stem augers. Samples were recovered in the undisturbed material below the bottom of the augers using the standard drive sample technique in accordance with ASTM D 1586-74. A 2" O.D. (outside diameter) by $1-\frac{3}{8}$ " I.D. split-spoon sampler was driven a total of 18-inches with the number of blows of a 140-pound hammer falling 30-inches recorded for each 6-inches of penetration. The sum of blows for the final 12-inches of penetration is the Standard Penetration Test result commonly referred to as the N-value (or blow-count). Split-spoon samples were recovered at 2.5-feet intervals, beginning at a depth of 1-foot below the existing surface grade, extending to a depth of 10-feet, then at 5-foot intervals thereafter to the termination of the boring. Water levels were monitored at each borehole location during drilling and upon completion of the boring. The boreholes were backfilled with auger cuttings prior to demobilization for safety considerations.

A field infiltration test was also performed at a location, designated Boring P-1, representing a proposed stormwater detention feature. The process involved advancing

hollow-stem augers to a depth of 10-feet and removing the augers, with subsequent installation of a 4-inch diameter PVC pipe to about 7.5-feet (borehole collapse depth) below the surface to serve as a conduit to the soils. Bentonite was placed around the pipe to prevent side infiltration. The in situ soils were pre-soaked for approximately 30-minutes prior to testing. Water was subsequently introduced to the pipe, with the amount of time to drain monitored at various intervals. The data was subsequently analyzed to determine the infiltration rate at this location and depth.

3.2 Laboratory Evaluation

Upon completion of the boring program, all of the samples retrieved during drilling were returned to *Patriot*'s soil testing laboratory where they were visually examined and classified. A laboratory-generated log of each boring was prepared based upon the driller's field log, laboratory test results, and our visual examination. Test boring logs and a description of the classification system are included in Appendix A in this report. Indicated on each log are: the primary strata encountered, the depth of each stratum change, the depth of each sample, the Standard Penetration Test results, groundwater conditions, and selected laboratory test data. The laboratory logs were prepared for each boring giving the appropriate sample data and the textural description and classification.

Representative samples recovered in the borings were selected for testing in the laboratory to evaluate their physical properties and engineering characteristics. Laboratory analyses included natural moisture content determinations (ASTM D 2216), and an estimate of the unconfined compressive strength (q_u) of the cohesive soil samples utilizing a calibrated hand penetrometer (q_p). Particle-size determination was also conducted for representative samples in three (3) of the borings to create a general site profile in the building footprint. The results of all laboratory tests are summarized in Section 4.2 below, in Appendix A and are shown on the boring log as appropriate.

4.0 SITE AND SUBSURFACE CONDITIONS

4.1 Site Conditions

The project site is presently an approximately 36.27-acre undeveloped parcel that was most recently used as a compact 18-hole golf course, which was opened in 1994. The driving range and clubhouse remain immediately north of the proposed jail footprint but are also not in operation. There are no indications of prior developments at the site.

The surrounding area is generally comprised of various civic, commercial and retail developments. AMC Theaters and Honey Creek Mall are positioned immediately to the East and the Terre Haute Wastewater Treatment Facility is located immediately west of the subject parcel. Various other light commercial and retail businesses surround the site as well. The parcel is positioned about 0.25-mile east/southeast of the Wabash River at its nearest bend, and about 0.35-mile south of US Interstate-70.

The site is generally flat to mildly rolling, with contours mostly associated with features constructed for the former golf course. Maximum relief across the subject site as indicated by topographic maps is approximately 6 to 7-feet.

4.2 Subsurface Conditions

Our interpretation of the subsurface conditions is based upon widely spaced soil borings drilled at the approximate locations shown on the Boring Location Map in Appendix A. The following discussion is general; for more specific information, please refer to the boring logs presented in Appendix A. It should be noted that the dashed stratification lines shown on the soil boring logs indicate approximate transitions between soil types. In situ stratification changes could occur gradually or at different depths. All depths discussed below refer to depths below the existing ground surface.

The parcel is covered with topsoil, which is a surfacial blend of silts, sands, and clays, with varying amounts of organic matter. The topsoil layer was 6 to 12-inches thick in the borings.

The surfacial layer is generally underlain by a profile comprised of typically very loose to loose SILTY SAND, CLAYEY SAND and SAND with minor silt fractions. A few locations also noted medium stiff to stiff SANDY SILTY CLAY or loose CLAYEY SILT just beneath the topsoil. This generally loose profile typically extends to depths of 6 to 16 feet below the existing ground surface. The natural moisture contents of the isolated clay soils ranged from 16 to 22-percent, with corresponding estimated unconfined compressive strength values of 0.50 to 2.0-tons per square foot (tsf) obtained using a hand penetrometer device. Standard Penetration Test N-values (blow counts) in this profile varied from 2 to 10 blows per foot with an average of only about 5-bpf. All of the shallow borings, S-1 through S-7, terminated within this loose profile at 5-feet beneath the surface.

The aforementioned loose profile is underlain by typically medium dense SAND with

varying silt and gravel fractions. Isolated, discontinuous loose deposits and GRAVEL deposits were also present, but not typified in the profile. Standard Penetration Test N-values (blow counts) in this profile varied from 10 to 48-blows per foot with an average of about 20-bpf. Each of the borings representing the proposed security center building terminated in this soil deposition at 40-feet beneath the surface.

4.3 Groundwater Conditions

During the drilling process, sampling tools were routinely observed for the existence of free-water which would indicate groundwater presence. Additionally, groundwater was measured inside the auger stems at the completion of drilling, and the open boreholes were also observed for water above the collapse depth after the removal of the augers. Based on these methods, groundwater was encountered in all of the 40-ft depth test borings drilled for the building footprint. The shallow pavement borings did not register any groundwater indications in their 5-ft depth. Table 4.3 below provides the groundwater indication data for each of the building borings:

Boring No.	Groundwater During Drilling (ft)	Groundwater in Auger Stems (ft)	Groundwater in open Borehole (ft)	Borehole Collapse Depth (ft)
B-1	33.5	32.8	Dry	21.0
B-2	33.0	34.5	Dry	23.5
B-3	34.0	36.5	Dry	21.7
B-4	33.5	34.5	Dry	15.8
B-5	29.0	31.8	Dry	15.3
B-6	29.5	34.8	Dry	21.2
B-7	28.0	29.5	Dry	15.0
B-8	28.0	29.7	Dry	17.2
B-9	29.0	31.0	Dry	13.75

Table 4.3 Groundwater Indications:

The term groundwater pertains to any water that percolates through the soil found on site. This includes any overland flow that permeates through a given depth of soil, perched water, and water that occurs below the "water table", a zone that remains saturated and water-bearing year round.

It should be recognized that fluctuations in the groundwater level should be expected over time due to variations in rainfall and other environmental or physical factors. Combinations of high Wabash River stage, local precipitation and regional up-gradient precipitation will directly affect the groundwater levels at this site. The true static groundwater level can only be determined through observations made in cased holes over a long period of time, the installation of which was beyond the scope of this investigation.

4.4 Underground Mining

We have examined statewide maps produced by the Indiana Geological Survey to determine the general proximity and extent of underground coal mines with regard to this site. This review indicates that the site is **not** underlain by recorded underground mine activity. The nearest known workings are located about 1.85-miles to the east/southeast of the subject parcel and do not appear to encroach any zone of influence. It must be realized that abandoned underground mines may exist that are not shown in the Indiana Coal Mine Information System records. Underground mining began in the 1860's but mapping of mines did not begin until the 1930's, therefore about 50% of the underground mines are not mapped. The scope of this study does not include a detailed assessment of subsidence potential due to underground mining.

5.0 DESIGN RECOMMENDATIONS

5.1 Basis

Our recommendations are based on data presented in this report, which include soil borings, laboratory testing and our experience with similar projects. Subsurface variations that may not be indicated by a dispersive exploratory boring program can exist on any site. If such variations or unexpected conditions are encountered during construction, or if the project information is incorrect or changed, we should be informed immediately since the validity of our recommendations may be affected.

5.2 Foundations

5.2.1 Shallow Spread Footings

Conventional spread footings are typically considered the most economical and efficient means of structural support. However, the subject parcel possesses a profile of loose to very loose soil to depths ranging from about 6 to as much as approximately 16-feet beneath the current surface elevation. When loaded with the proposed structure, these loose granular soil layers would settle appreciably. Total settlements of more than 2 to 4-

inches could result under the heaviest building loads associated with the project when placed on the native soils in current conditions (seismic events could also generate settlements in addition to the normal post-construction settlement).

In order to utilize soil -supported shallow spread footings, a comprehensive undercutting and replacement effort would be required to improve the bearing conditions beneath the building footings. All foundations for the building would need to be undercut and over-excavated to at least 8.5-feet below the current elevations. Upon reaching the undercut depth, the subgrade should be compacted in-place and the excavated soils could be replaced in controlled, compacted lifts to the bearing elevation in strict accordance with the recommendations set forth in Section 6.0 of this report. The result would be a more densified and uniform bearing platform to support the structure, with reduced total and differential settlement potential.

Assuming preparation of the subgrade soils as recommended herein, the proposed structure can be supported on conventional spread footings bearing on the newly placed and properly compacted backfill at shallow depths. These footings should be proportioned using a net allowable soil bearing pressure not exceeding 1,500-pounds per square foot (psf) for column footings and strip (wall) footings. For proper performance at the recommended bearing pressure, foundations must be constructed in compliance with the recommendations for footing excavation inspection that are discussed in the Construction Considerations Section 6.0 of this report.

Alternatively, the foundations could be designed to bear upon the medium dense granular soils typically encountered at a depth of 8.5-feet using a net maximum allowable soil bearing pressure of 3,000 psf for column footings or strip footings. The bottoms of all footings bearing at this elevation would require in-place compaction to further densify any isolated loose areas and provide uniform bearing conditions. The in-place compactive effort would involve compaction to 100% of a Standard Proctor or densification until no further density gain is achieved under optimal moisture conditions. The compaction effort would require the full-time observation and testing of a Patriot representative to verify suitable bearing conditions are ultimately attained to minimize the post construction settlement potential.

In using the above net allowable soil bearing pressures, the weight of the foundation and backfill over the foundation need not be considered. Hence, only loads applied at or above the minimum finished grade adjacent to the footing need to be used for

dimensioning the foundations. Each new foundation should be positioned so it does not induce significant pressure on adjacent foundations; otherwise the stress overlap must be considered in the design.

All exterior foundations and foundations in unheated areas should be located at a depth of at least 30-inches below final exterior grade for frost protection. However, interior foundations or those protected from frost influence can bear at depths of approximately 12-inches below the finished floor. We recommend that strip footings be at least 18inches wide and column footings be at least 24-inches wide for bearing capacity considerations.

With proper subgrade preparation and construction controls as described in this report, we estimate that the total foundation settlement should not exceed approximately 1-inch and that differential settlement should not exceed about ³/₄-inch. Careful field control during construction is necessary to minimize the actual settlement that will occur.

Positive drainage of surface water, including downspout discharge, should be maintained away from structure foundations to avoid wetting and weakening of the foundation soils both during construction and after construction is complete.

5.2.2. Rammed Aggregate Piers:

The extent of loose to very loose soils is somewhat limited to the upper 6 to 16-feet at this site, with underlying medium dense sands and gravels being fairly uniform throughout. Therefore, an intermediate foundation system such as Geopier Impact® Piers, would provide viable and efficient foundation support for the Security Center Building. This proprietary process displaces soil during installation and utilizes vertical impact ramming energy to construct vertical displacement rammed aggregate pier elements. The cavity is created to full depth by pushing a specially designed chained mandrel head using a relatively large static force augmented by dynamic vibratory impact energy. The chains allow stone to flow through the mandrel when it is raised up and form a plug to compact the stone when the mandrel is pushed down. Pier diameters range from 16 to 24 inches in diameter. The use of this method of foundation support would eliminate the need to undercut and replace the in situ soils (and would likely be more time effective for schedule), but would also require the importing of crushed stone aggregate. Selection considerations should involve relative cost tradeoffs as well as impact of the project schedule using this method versus other options.
Based on our experience with this method of foundation support, we expect that Impact® piers could provide soil improvement to support a net allowable bearing pressure of 5,000 to 6,000 pounds per square foot. The installed piers would extend through the very loose and loose soil layers to the medium dense layers. Further analysis and recommendations, including net settlement, would be necessary once the final structure and foundation type were selected. These piers will be analyzed, designed and warrantied by Geopier®. *Patriot* merely provides their preliminary findings as a service for your consideration.

Upon completion of the rammed aggregate pier installation, the building foundations would be constructed as conventional spread footings which would then bear directly upon the Geopier® elements.

5.2.3 Foundations – Auger-Cast Piles (ACP)

As an alternative to shallow spread footings or rammed aggregate piers, the security center building could be supported upon auger-cast pilings which would serve to extend the structural loads below the loose soil profile. This method would eliminate the need to undercut and replace soils, and ACP's would provide the greatest allowable bearing pressure for structural support. However, the relative cost may not be as efficient as other options. Comparison with other foundation support alternatives should consider schedule and costs of materials relative to this means of structural support

Auger cast pilings are cast-in-place, pressurized grouted pilings, installed to a predetermined depth with continuous flight augers. Pressurized grout is installed (pumped) during auger retraction resulting in a cylindrical column. Continuous monitoring is required to assure proper pressure, retraction rate, and grout-head for adequate frictional support. The subsurface soil conditions of the project site are well suited for auger castpilings. Length modifications or additional pilings may be necessary during construction where drilled length is obstructed by materials impenetrable by the auger cast drilling equipment (i.e. end-bearing prior to friction-length attainment).

Table 5.2.3 presents estimated allowable pile capacities for a single pile under static loading conditions for 14 inch and 18-inch diameter piles. Pile capacities for additional diameters and depths could be provided upon request. This analysis assumes that the piles will bear or extend into the medium dense to very dense sands encountered in the borings.

After the preliminary pile layout and loading are complete, it is requested that *Patriot* review the pile layout to verify that the pile group capacity is adequate. The efficiency of a pile group should be taken into account in calculating the capacity of a pile group.

Auger-Cast Pile Diameter (inches)	Pile Length (feet)*	Est. Allowable Pile Compression Capacity** (Kips)	Est. Allowable Pile Uplift Capacity** (Kips)	Est. Allowable Pile Lateral Capacity** (Kips)
14	30	47	16	8
14	35	54	20	8
14	40	61	24	8
18	30	83	24	12
18	35	94	31	12
18	40	106	37	12

TABLE 5.2.3: ESTIMATED AUGER-CAST PILE CAPACITIES

Notes:

* Deeper penetration may be needed to achieve the desired capacity. Pile depths are based on the assumption that the pile cap/slab thickness will be on the order of 2 to 4 feet. It is possible that some of the piles may encounter auger refusal or drilling difficulties due to potential cobbles and large gravel zones and the capacity of these shorter piles needs to be revised based on the actual length during construction if this condition is encountered.

** To be verified by pile load tests.

- 1. The shear resistance against base sliding can be computed by multiplying the minimum normal force on the base of the footing/pile caps times a coefficient of friction of 0.3.
- 2. If additional lateral capacities are required, the capacities available from slabon-grade friction, passive soil resistance against grade beams and pile caps and side friction along end walls also can be used.
- 3. We recommend that the designer sum all of the available lateral resistance forces and divide the total by a minimum factor of safety of 1.5.

The estimated pile design capacities are based on the following criteria:

- Auger-cast piles are not be battered.
- 14-inch ACP would have (8) #8 reinforcing bars and 18-inch ACP would have (12) -#8 reinforcing bars per pile

- The center-to-center spacing of the piles will be generally a minimum of 3-pile diameters in order to avoid reducing the allowable adhesion/friction around the perimeter of each pile.
- A minimum of three (3) piles per pile cap will be required unless the piles are linked with grade beams or a structural slab. Grade beams can be used to connect two piles.
- All production piles will include, as a minimum, a full-length #11, grade 60 steel reinforcing bar, placed and centered within the pile to provide continuous pile load transfer throughout the entire length of the pile. Supplementary reinforcement within the top of the piles for shear, bending movement, or torque capacity, should be provided as necessary for structural reinforcement.
- The approximate pile tip settlement under design loads is estimated to be less than 1-inch total and ½-inch differential.
- A safety factor of 2.5 used in determining the allowable design compression capacities of the pile using static pile analysis software (AllPile ® Version 7, 2007) and modified based on our local load test experiences.
- The design, construction, and installation of the piles will be in accordance with the 2014 Indiana Building Code (and 2012 International Building Code).

Based on our current soil borings and past experience in the project vicinity, the auger cast pile contractor may encounter obstructions due to large gravels zones and/or potential cobbles and boulders. Therefore, the contractor should be prepared with proper equipment, including a rig with a rated torque of at least 50,000 foot-pounds, to aid in drilling past obstructions to the extent practical. The client may also choose to have contingency plans to excavate any shallow obstructions encountered at ACP locations during installation. Contractual provisions should be made to manage abandoned, short and added piles due to the expected obstructions. Any contract criteria with regards to termination of production piles due to slow drilling or auger refusal should be discussed and modified to accommodate slow drilling through the dense sands and gravel to the required elevations, or obstruction on shallow urban fill debris.

An experienced specialty contractor whose qualifications in regard to experience in work of this type and scope, suitability of equipment, competent personnel, and reputation shall perform installation of auger-cast piles. Furthermore, it is imperative that the pile contractor examines the areas and conditions under which piles are to be

installed and notify the Owner's representative in writing of conditions detrimental to the proper and timely completion of the work.

A *Patriot* representative should observe pile installation and provide field documentation of the installed piles. In general the pile installation should follow good construction practices and the minimum requirements of the Indiana Building Code. The project construction plans and specifications should consider, at a minimum, the following:

- 1) The pile grout should have a minimum design compressive strength of 4,000 pounds per square inch (psi) at 28 days. The grout shall be pumped with sufficient pressure as the auger is withdrawn, to fill the hole, prevent wall collapse, and cause lateral penetration of the grout into soft or porous zones of the surrounding soil. Sufficient grout shall be injected to ensure a continuous column of grout of no less than the diameter specified. A sufficient head of grout above the injection point shall be maintained in the hole around the auger at all times during the withdrawal of the auger.
- 2) In addition, we recommend that the auger cast pile contractor utilize the latest instrumentation that permits monitoring accurately, grout pressure and grout volume pumped at every foot depth of pile.
- 3) Full-length reinforcing should be placed within the hollow-stem of the auger prior to initiating the grouting procedure rather than installing the full-length reinforcement immediately following grouting. Installation of the full-length reinforcing within the hollow-stem does assure that the reinforcing extends to the tip of the pile. The procedure also eliminates the potential of soil/grout contamination, which may otherwise develop by installing the longitudinal steel with spacer into the pile after the grout is placed.
- 4) It is recommended that the reinforcing cage within the upper portion of the pile, as may be required, be placed using an eye-hole template or other methods as a guide over the full-length center bar to properly control the cage alignment during installation. Alternately, it is recommended that the bottom of the longitudinal reinforcing bars be turned in at the bottom if the eyehole template system is not utilized.

Indicator & Pile Load Tests

Prior to the installation of the production piles and the load tests, we recommend that the

selected contractor install some (3 to 4) indicator piles across the site to evaluate the capacity of the rig to drill and satisfactorily construct piles to the design depths, and to characterize the variability of the subsurface conditions at the site. One (1) of these indicator piles should be grouted and load tested as described below. *Patriot* should be allowed to select which of the piles is ultimately load tested based on observations and data from the installation process.

The compression and uplift capacities of the auger-cast piles must be verified by performing static field load tests on at least (1) pile in accordance with applicable ASTM D-1143 and ASTM D-3689 or using Osterberg Load tests under the direct supervision of the project geotechnical engineer. Alternatively, a representative number of the piles can be dynamically load tested. In addition, if lateral capacities are critical, we recommend at least one (1) lateral load test in accordance with ASTM D-3966.

The test piles must be installed and tested from the production level (i.e., as applicable, the test site must be excavated to the levels corresponding to the production pile level). The indicator piles and pile load tests are necessary to provide evidence that the Contractor can produce an auger cast pile which can safely support the design loads at the project site and to satisfy the Indiana Building Code. The same contractor installing the load test piles must also install the production piles utilizing the same equipment (auger, grout pump, drive system, etc.) and installation methods. As further confirmation of pile integrity and capacity, a representative number of all piles drilled as selected by the geotechnical representative could be integrity tested by either the sonic echo or the impulse response technique correlated with the static and/or dynamic load tests performed.

For the standard axial compression and tension load tests, a calibrated hydraulic jack with a load cell should be used as close interpretation of the pile load test data will be necessary to assign appropriate capacities for "short" piles. We recommend a load sequence that is taken to twice the design load, unloaded, and reloaded to three times the design load or failure. The pile load tests should include multiple ways of measuring settlement of the test pile, including minimum three dial gages on the test pile and a dial gage on each reaction pile to verify that the reaction piles are not moving excessively. The test pile should be instrumented with a series of strain gages placed on sister bars at multiple depths with telltales for calculating and assigning pile capacities for short piles.

A *Patriot* representative should monitor the load tests and analyze the test data to determine the allowable pile capacity. The allowable capacity of the auger-cast piles may possibly be increased if the results of the pile load test indicate a significantly higher allowable capacity. If the *Patriot* geotechnical engineer determines that a higher capacity is justified after reviewing the pile load test results, it may be feasible to re-design the foundations using the higher capacity or shallower tip elevation. However, it should also be noted that a pile load test may indicate a lower capacity or deeper tip elevation.

5.3 Slabs-on-Grade

In general the shallow soils below the topsoil appear suitable for floor slab support based on the conditions and soil types found in the borings. However, it will be important that the subgrade soils are properly prepared to provide a stable and uniform platform. Inplace compactive efforts are described in Section 6.0 of this report.

We recommend that all floor slabs be designed as "floating", that is, fully ground supported and not structurally connected to walls or foundations. This is to minimize the possibility of cracking and displacement of the floor slab because of differential movements between the slab and the foundation. Although the movements are estimated to be within the tolerable limits for the structural safety, such movements could be detrimental to the slabs if they were rigidly connected to the foundations.

Assuming proper subgrade preparation in accordance with this report, a modulus of subgrade reaction, " K_{30} " value of 200-pounds per cubic inch (pci), is recommended for the design of ground supported floor slabs. It should be noted that the " K_{30} " modulus is based on a 30-inch diameter plate load. Adjustments to design may be necessary to accommodate larger are loads.

The building floor slabs should be supported on a minimum 6-inch thick, granular base course, bearing on a suitably prepared subgrade (refer to Section 6.0 Construction Considerations). The granular base course is expected to help distribute loads and equalize moisture conditions beneath the slab. All slabs should be liberally jointed and designed with the appropriate reinforcement for the anticipated loading conditions.

5.4 Lateral Earth Pressures

The magnitude of the lateral earth pressure is dependent on the method of backfill placement, the type of backfill soil, drainage provisions and whether or not the wall is permitted to yield during and/or after placement of the backfill. When a wall is held

rigidly against horizontal movement, the lateral pressure against the wall is greater than the "active" earth pressure that is typically used in the design of free-standing retaining walls. Therefore, rigid walls should be designed for higher "at-rest" pressures (using an at-rest lateral earth pressure coefficient, K_0), while yielding walls can be designed for active pressures (using an active lateral earth pressure coefficient, K_a).

The foundation walls proposed for the project site are expected to be rigid walls. Therefore, provided a clean open-graded granular material (SP, SW) is used for backfill, a total soil unit weight (γ t) of 125-pcf and an at-rest lateral earth pressure coefficient (K_o) of 0.45 can be used for calculating the lateral earth pressures. This would correspond to an equivalent fluid pressure of 57-pounds per square foot (psf) per foot of wall height. This equivalent fluid pressure would increase linearly from zero (0) psf at the ground surface, to its maximum at the base of the wall. If the onsite silty and clayey granular soils (SM or SC) are to be used for backfill against walls, the values should be adjusted to 132-pcf for total soil unit weight (γ t), and 0.51 for the at-rest lateral earth pressure coefficient (K_o).

Any structures such as free-standing retaining walls proposed for the project should be designed utilizing a total soil unit weight (γ t) of 125-pcf and an <u>active</u> lateral earth pressure coefficient (**K**_a) of 0.30 for calculating the lateral earth pressures. This would correspond to an equivalent fluid pressure of 38-pounds per square foot (psf) per foot of wall height. This equivalent fluid pressure would increase linearly from zero (0) pounds per square foot (psf) at the ground surface, to a maximum at the base of the wall. This assumes backfill comprised of **open-graded granular material such as INDOT #8 or #23 aggregate. The on-site silty and clayey soils are not suitable for this backfill application.**

The shear resistance against base sliding can be computed by multiplying the minimum normal force on the base of the footing times the applicable coefficient of friction. Lateral earth pressures can be computed as discussed above. A minimum factor of safety of 1.5 is recommended for sliding stability.

Backfill Material (USCS)	Soil Unit Weight (γt) (pcf)	At-Rest Coefficient (K₀)	Active Coefficient (Ka)	Passive Coefficient (K _p)	Coefficient of Friction
Clean, granular fill (SP, SW, GW)	125	0.45	0.30	3.2	0.37
On-site soils (SM, SC, SP-SM)	132	0.51	0.34	2.9	0.35

Perimeter footing drains could be installed to remove potential water build-up against the wall. It is essential that the tile system be correctly designed and installed such that water is efficiently removed from the soils. Tiles should be placed at the base of the wall, preferably at the bottom of the footing, for maximum effectiveness, and be bedded and backfilled full-depth with clean granular fill, as suggested above. The use of filter fabric is also recommended to reduce infiltration potential and subsequent "silting" of the tiles. Adequate outfall is also obviously imperative for the success of the tile network.

It has been assumed that the static weight per axle of equipment utilized for the compaction of the backfill materials adjacent to the below-grade wall will not exceed 2 tons per axle for non-vibratory equipment and 1 ton per axle for vibratory equipment. All heavy equipment, including compaction equipment heavier than recommended above, should not be allowed closer to the wall (horizontal distance) than the vertical distance from the backfill surface to the bottom of the wall.

5.5 Seismic Considerations

For structural design purposes, we recommend using a *Site Classification of "D"* as defined by the 2014 Indiana Building Code (modified 2012 International Building Code (IBC)). Furthermore, along with using a Site Classification of "D", we recommend the use of the maximum considered spectral response acceleration and design spectral response acceleration coefficients provided in Table No. 5.5 below.

The values were obtained from on-line seismic hazard calculation software seismicmaps.org and atccouncil.org, utilizing latitude 39.4274 North and longitude

87.4266 West as the designation for identifying the location of the parcel, applying IBC 2015 references. Other earthquake resistant design parameters should be applied consistent with the minimum requirements of the governing Indiana Building Code.

TABLE NO. 5.5: SEISMIC DESIGN SPECTRAL RESPONSE ACCELARATION COEFFICIENTS

PERIOD (SECOND)	MAXIMUM CONSIDERED SPECTRAL RESPONSE ACCELERATION COEFFICIENT	SOIL FACTOR	DESIGN SPECTRAL RESPONSE ACCELERATION COEFFICIENT					
0.2	Ss = 0.27 g	1.584	S _{DS} = 0.285 g					
1.0	S ₁ = 0.117 g	2.333	S _{D1} = 0.182 g					

5.6 Pavements

The near surface soils encountered below the topsoil during our investigation are generally suitable for pavement support. If construction is performed during a wet or cold period, the contractor will need to exercise care during the grading and fill placement activities in order to achieve the necessary subgrade soil support for the pavement system. (See Section 6.0 for Construction Considerations.) The base soil for the pavement section will need to be firm and dry. The subgrade should be sloped properly in order to provide good base drainage. To minimize the effects of groundwater or surface water conditions, the base section for the roadway should be sufficiently high above adjacent ditches and properly graded to provide pavement surface and pavement base drainage.

Based upon the near surface soil encountered in the borings and assuming preparation as described in this report, we recommend using a CBR value of **6** for pavement design purposes. It should be recognized though, that the recommended CBR value is based on empirical relationships only, and laboratory CBR tests may determine a higher allowable CBR value. Minimum pavement sections should include at least 6-inches of crushed stone aggregate such as INDOT #53 gradation supporting at least 3-inches of asphalt pavement or 4-inches of reinforced concrete pavement regardless of CBRgenerated sections. Pavements such as dumpster pads that will support stationary items for extended periods must always be comprised of reinforced concrete, not asphalt paving.

Our recommendations are based on the assumption that the paved areas will be constructed on proofrolled natural soil, or on structural fill overlying the same. Serviceable pavements can be achieved by different combinations of materials and thicknesses, varied to provide roughly equivalent strengths.

5.7 Stormwater Management

A field infiltration test was performed at a location specified as Boring P-1 in the westcentral portion of the subject parcel (as indicated on the Soil Boring Location Map in Appendix A of this report). The process involved the installation of a 4-inch diameter PVC pipe to 7.5-feet below the surface to serve as a conduit to the soils. Sand bedding was placed at the bottom of the hole, and bentonite was placed around the pipe to prevent side infiltration. The in situ soils were pre-soaked for approximately 60-minutes prior to testing, and recent precipitation had created a very moist coil condition. Water was subsequently introduced to the pipe, with the amount of time to drain monitored at various intervals. The data was subsequently analyzed to determine the infiltration rate at each location and depth.

Based on the findings of the available borings and laboratory testing and our experience at nearby sites, we recommend that the drainage system should interface with the granular soils with minor silt and clay content noted in the borings at approximately 3 to 10-feet beneath the current surface elevation. A *Patriot* representative should be allowed to observe the excavations to verify that the appropriate soil profile has been reached. If shallower stormwater structure installations are desired, slower design infiltration rates would apply.

Assuming installation to a minimum depth of 7.5-feet below the current surface, we recommend that the drainage system should be designed using the following soil drainage parameters:

Kperm = 10⁻¹ cm/sec, or a permeability/infiltration rate of 7-inches per hour

Although deepening the structures would connect with cleaner sands, it is unlikely that any infiltration efficiency would be realized since groundwater conditions, especially during storm events, would likely impede dissipation from stormwater structures.

6.0 CONSTRUCTION CONSIDERATIONS

6.1 Site Preparation

All areas that will support foundations, floors, pavements or newly placed structural fill must be properly prepared. All loose surficial soil or "topsoil" and other unsuitable materials must be removed. Unsuitable materials include: frozen soil, relatively soft material, relatively wet soils, deleterious material, or soils that exhibit a high organic content.

Six (6) to (12) inches of loose surfacial topsoil was encountered in the borings. The topsoil was measured at discrete locations as shown on the Boring Plan (Appendix A). The topsoil thickness measured at the boring locations may or may not be representative of the overall average topsoil thickness at the site. Therefore, it is possible that the actual stripping depth will significantly vary from this data. The data presented should be viewed only as a guide to the approximate stripping depth that will be required to remove organic material at the surface. Additional field exploration by *Patriot* would be required to provide an accurate estimate of the stripping depth. This limited data indicates that a minimum stripping depth will be required to remove the organic material at the surface, followed by the potential for additional stripping and/or scarification and recompaction as may be required to achieve suitable subgrade support. It is also important that the site is not overly stripped based merely on visual observations, particularly by dark coloration. The extent of stripping should be determined by *Patriot* during the site preparation activities through sampling and testing to determine organic content or other deleterious matter.

Prior to construction of floor slabs, pavements or the placement of new structural fill, the exposed subgrade must be evaluated by a *Patriot* representative which will include proofrolling of the subgrade. Proofrolling should consist of repeated passes of a loaded, pneumatic-tired vehicle such as a tandem-axle dump-truck or scraper. The proofrolling operations should be observed by a *Patriot* representative, and the proofrolling vehicle should be loaded as directed by *Patriot*. Any area found to rut, pump, or deflect excessively should be compacted in-place or, if necessary, undercut and replaced with structural fill, compacted as specified below.

In-place compactive effort should be applied as part of all subgrade preparation. Repeated passed of a medium weight roller should be made with perpendicular patterns applied to insure complete coverage. Vibratory energy should be applied to granular soil compaction. The compactive effort should be applied until the required density (i.e. specified percent of Proctor dry density) is attained, or if the soils are highly variable making accurate proctor application unpractical, the compactive effort must be applied until no further density gain can be achieved by the mechanical compaction effort. The soils must be at an appropriate moisture content when compaction occurs. The equipment, soil conditions, compactive effort and testing should be overseen by a *Patriot* representative to verify that our recommendations are properly applied and completed.

Care must be exercised during grading and fill placement operations. The combination of heavy construction equipment traffic and excess surface moisture can cause pumping and deterioration of the near surface soils. The severity of this potential problem depends to a great extent on the weather conditions prevailing during construction. The contractor must exercise discretion when selecting equipment sizes and also make a concerted effort to control construction traffic and surface water while the subgrade soils are exposed. We recommend that heavy construction equipment (i.e., dump trucks, scrapers, etc.) be rerouted away from the building and pavement areas. If such problems do arise, the operations in the affected area should be halted and the *Patriot* representative contacted to evaluate the condition.

6.2 Foundation Excavations

A *Patriot* representative should be present during the excavation of all foundations, and/or mass undercutting if that option is selected for foundations for the project. This will allow our representative to observe the excavated soils and view the bearing conditions on an ongoing basis and make corrections as-needed during digging. This will ultimately provide more efficient and timely effort in the event that undercutting and over-excavation are necessary to remove unsuitable soils. Inspections will include hand auger probing, visual inspection, comparison to the findings of the project soil borings and possible testing with dynamic cone penetrometer or other engineering equipment. Any localized unsuitable soil zones encountered at the bearing elevations should be further excavated until adequate support soils are encountered. The cavity should be backfilled with structural fill used as backfill beneath footings should be limited to lean concrete, well graded sand and gravel, or crushed stone placed and compacted in accordance with Section 6.3.

If it is necessary to support spread footings on structural fill, the fill pad must extend laterally a minimum distance beyond the edge of the footing. The minimum structural

pad width would correspond with a point at which an imaginary line extending downward from the outside edge of the footing at a 1H:2V slope intersects the surface of the natural soils. For example, if the depth to the bottom of excavation is 4 feet below the bottom of the foundation, the excavation would need to extend laterally beyond the edge of the footing at least 2 feet, as shown in Illustration A found at the conclusion of this report. This over-excavation geometry would also apply to undercutting efforts described in Section 5.2.1 of this report.

We recommend that all footings should be poured the same day as they are excavated to protect the bearing surface from desiccation or wetting, weathering or other disturbance that could compromise the soils supporting the new foundation. If it is not possible to complete the forming, reinforcement installation and placement of concrete in the same day as digging, the foundation excavation must be protected from all disturbances or other forms of deterioration. Construction traffic on the exposed surface of the bearing soil will potentially cause some disturbance of the subgrade and consequently loss of bearing capacity. However, the degree of disturbance can be minimized by proper protection of the exposed surface and/or limiting construction activities on the bearing surface.

Excavation slopes should be maintained within OSHA requirements. Based on the findings of the soil borings, we believe that the soil conditions at this site should be classified as Type C in accordance with OSHA 29 CFR parts 1926.650 through 1926.652. It should be recognized, however, that this information is provided as preliminary as determined by discrete borings of in situ materials. The contractor's "competent person", as defined by law, must classify the actual soils and conditions in the field relating to excavation protection, health and safety. We recommend that any surcharge fill or heavy equipment be kept at least 5-feet away from the edge of any excavation.

Also, excavations that occur near existing in-use foundations should be carefully performed making a conscious effort not to undermine the support of the in-use foundations. If it is necessary to excavate soil adjacent to and below the bearing elevation of any in-use foundations, *Patriot* should be contacted to make further recommendations regarding these excavations. Please refer to Illustration B at the end of this report for further details.

6.3 Structural Fill and Fill Placement Control

Structural fill, defined as any fill which will support structural loads, should be clean and

free of organic material, debris, deleterious materials and frozen soils. Samples of the proposed fill materials should be tested prior to initiating the earthwork and backfilling operations to determine the classification, the natural and optimum moisture contents and maximum dry density and overall suitability as a structural fill.

In general, the on-site soils appear suitable for use as structural fill for the project, although the clayey or heavily silty soils are not to be used directly behind free-standing walls. It should also be recognized that the clayey sands and clay soils are generally not optimal for use during wet seasons. The clay soils tend to have an affinity to water, can exhibit "creep" under loads, and become difficult to manipulate and handle when wet. Therefore, scarifying and drying and/or lime modification may be needed to achieve adequate compaction of those clay soils. Imported or other site-borrowed granular fill materials may prove to be more effective and efficient depending on the time of year in which construction activities occur.

It should be noted that soils encountered during construction activities may be subject to special considerations or handling due to potential environmental impacts. Soils containing debris, foreign matter or other contaminants designated as special or hazardous as designated by state, local or federal regulatory agencies may require individualized handling and/or disposal. Designation and testing of materials for special treatment or direction for handling are outside the scope of this investigation.

All structural fill beneath floor slabs, adjacent to foundations and over foundations, should be compacted to at least 95-percent of its maximum Standard Proctor dry density (ASTM D-698). <u>This minimum compaction requirement should be increased to 100-percent of the maximum Standard Proctor dry density for fill supporting footings, provided these are designed as outlined in Recommendations, Section 5.0.</u>

Where pavement sections are planned, the upper 10-in. of subgrade should be scarified and compacted to a dry density of at least 100-percent of the Standard Proctor maximum dry density (ASTM D-698). Any grade-raise fill placed within 1-ft of the base of the pavement section should also be compacted to at least 100 percent of the Standard Proctor maximum dry density. This can be reduced to 95-percent for engineered fill placed more than 1-ft below the base of the pavement section.

To achieve the recommended compaction of the structural fill, we suggest that the fill be placed and compacted in layers not exceeding eight (8) inches in loose thickness. All fill

placement should be monitored by a *Patriot* representative.

Fill placement control and field density (compaction) testing should be conducted by a *Patriot* representative during construction. Fill placement inspection should involve fulltime observation of newly placed materials during fill and/or backfill operations to control lift thickness, material quality and compaction effort. Field density testing should be performed in accordance with ASTM D6938, nuclear gauge method, or ASTM 1556, sand-cone method. The frequency of testing should produce a minimum of one (1) density test result per 2,500-square feet or one (1) test per 50-feet for linear work areas, per material-lift, and as necessary to adequately represent the area and compaction effort.

Compaction can be attained through various means of compaction equipment and techniques. In general, sheepsfoot rollers perform more efficiently in cohesive soils, while vibratory smooth drums and plates perform better with granular soils. "Flooding" or "jetting" with water as a means of compaction is considered unacceptable.

6.4 Groundwater

Groundwater was encountered during drilling in each of the deeper building borings, but not in the shallow borings representing pavements. The indications of groundwater on the drilling tools and in the auger stems existed at depths ranging from 28 to 36.5-feet beneath the surface. All borings were dry at the cave in depths shown on the boring logs. The available data and our experience at nearby projects indicate that groundwater is below the anticipated open-excavation depth anticipated for this project. However, localized and sporadic groundwater infiltration may occur into the building foundation excavations on this site, depending on seasonal conditions. Groundwater inflow into shallow excavations above the groundwater table is expected to be adequately controlled by conventional methods such as gravity drainage and/or pumping from sumps. More significant inflow can be expected in deeper excavations below the groundwater table requiring more aggressive dewatering techniques, such as well or wellpoint systems. For groundwater to have minimal effects on the construction, foundation excavations should be constructed and poured in the same day, if possible.

7.0 ILLUSTRATIONS

See Illustrations A and B on the following pages. These illustrations are presented to further visually clarify several of the construction considerations presented in Section 6.2.





<u>APPENDIX A</u>

Site Vicinity Map

Boring Log Key

Unified Soil Classification

Boring Location Map

Boring Logs

Laboratory Test Reports





BORING LOG KEY

UNIFIED SOIL CLASSIFICATION SYSTEM FIELD CLASSIFICATION SYSTEM FOR SOIL EXPLORATION

NON COHESIVE SOILS

(Silt, Sand, Gravel and Combinations)

	Density		Grain Size Terminology								
Very Loose	-4 blows/ft. or le	ess t	<u>Soil</u>	Fraction	Partic	<u>le Size</u>	US Standard Sieve Size				
Medium Dense	-11 to 30 blows	/ft	Boulders Larg			n 12"	Larger than 12"				
Dense	e -31 to 50 blows/ft Cobbles		s	3" to12"		3" to 12"					
Verv Dense	-51 blows/ft. or	more	Gravel:	Coarse	$\frac{3}{4}$ " to 3"		³ / ₄ " to 3"				
,	0 1 210 10,111 01			Small	4.76mm to	3/4"	#4 to ³ ⁄ ₄ "				
			Sand:	Coarse	2.00mm to	4.76mm	#10 to #4				
			•••••	Medium	0.42mm to	2.00mm	#40 to #10				
				Fine	0.074mm	to 0.42mm	#200 to #40				
		:	Silt		0.005mm	to 0.074 mm	Smaller than #200				
			Clay		Smaller the	an 0.005mm	Smaller than #200				
		RELATIV	E PRO	PORTIONS	FOR SOIL	S					
		Descriptiv	ve Tern	n	Percent						
		Trac	e		1 - 10						
		Little	;		11 - 20						
		Som	e		21 - 35						
		And	And								
			СОН	IESIVE SO	LS						
		(C	Clay, Sil	t and Combi	nations)						
		Ù	nconfir	ned Compre	ssive	Field Identi	fication (Approx.)				
	Consistency		Streng	th (tons/sq.	ft.)	SPT	Blows/ft.				
Ver	v Soft		Les	ss than 0.25			0 - 2				
Sof	t		0	.25 – < 0.5			3 - 4				
Me	dium Stiff		(0.5 - < 1.0			5 - 8				
Stif	f		1	1.0 - < 2.0			9 -15				
Very Stiff			2	2.0 - < 4.0		16 - 30					
Hard			Over 4.0			> 30					

<u>Classification</u> on logs are made by visual inspection.

Standard Penetration Test - Driving a 2.0" O.D., $1^{3/8}$ " I.D., sampler a distance of 1.0 foot into undisturbed soil with a 140 pound hammer free falling a distance of 30.0 inches. It is customary for **Patriot** to drive the spoon 6.0 inches to seat into undisturbed soil, then perform the test. The number of hammer blows for seating the spoon and making the tests are recorded for each 6.0 inches of penetration on the drill log (Example - 6/8/9). The standard penetration test results can be obtained by adding the last two figures (i.e. 8 + 9 = 17 blows/ft.).

<u>Strata Changes</u> - In the column "Soil Descriptions" on the drill log the horizontal lines represent strata changes. A solid line (_____) represents an actually observed change, a dashed line (- - - - -) represents an estimated change.

<u>Groundwater</u> observations were made at the times indicated. Porosity of soil strata, weather conditions, site topography, etc., may cause changes in the water levels indicated on the logs.

Groundwater symbols: ▼-observed groundwater elevation, encountered during drilling; ∇-observed groundwater elevation upon completion of boring.



Unified Soil Classification

	Major Divisio	ns	Grou	o Symbol	Typical Names	Classification Criteria for Coarse-Grained Soils					
	arse No. 4	gravels : or no ies)		GW	Well-graded gravels, gravel-sand mixtures, little or no fines	C _U ≥4 1 <u>≤</u> C _C <u>≤</u> 3	$C_{U} = \frac{1}{2}$	D ₆₀ D ₁₀	$C_{C} = \frac{D_{30}^{2}}{D_{10}D_{60}}$		
o. 200)	ivels nalf of co ger than size)	Clean (little fin		GP	Poorly graded gravels, gravel-sand mixtures, little or no fines	Not mee	Not meeting all gradation requirements for GW ($C_U < 4$ or $1 > C_C > 3$)				
s er than N	Gra rre than h ion is lar sieve	ls with es ciable unt of es)	GM	<u>d</u> u	Silty gravels, gravel-sand-silt mixtures	Atterberg limi A line or F	s below P _I < 4	Above A line with 4 < P _I < 7 are borderline cases requiring use of dual symbols			
ained soil al is large	(mo fract	Grave fin (appre amou		GC	Clayey gravels, gravel-sand-clay mixtures	Atterberg limit A line or F	s above > 7				
Coarse-gra	arse No. 4	sands or no es)		SW	Well-graded sands, gravelly sands, little or no fines	C _∪ ≥ 6 1 <u>≤</u> C _C <u>≤</u> 3	$C_{\cup} = \frac{\Box}{\Box}$	D ₆₀ D ₁₀	$C_{C} = \frac{(D_{30})^{2}}{D_{10} D_{60}}$		
than hall	nds nalf of co aller than size)	Clean (little fin	BP Poorly graded sands, gravelly sands, little or no fines				ting all grada SW (C _∪ < 6	ation requi or 1 > C _c >	rements for 3)		
(more	Sa ore than h on is sma sieve	s with es ciable int of ss)	SM	<u>d</u> u	Silty sands, sand-silt mixtures	Atterberg limits line or P ₁	plotting in hatched with $4 \le P_1 \le 7$				
	(mo fractio	Sands fine (appre amou fine		SC	Clayey sands, sand-clay mixtures	Atterberg limit A line with	Atterberg limits above A line with P ₁ > 7 symbols				
200)	sk	در ML			Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity	 Determine percentages of sand and gravel fro grain size curve. Depending on percentages of fines (fraction small 					
than No. 2	silt and cla	quid limit <		CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	than 200 classified a Less than More than	sieve size as follows: 5% - GW, G 12% - GM), coarse- P, SW, SP GC SM S	grained soils are		
d soils s smaller	0	ы́.		OL	Organic silts and organic silty clays of low plasticity	5-12% - Bo	orderline cas	ses requirir	ng dual symbols		
e-graine aterial is	lays	>50)		МН	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts						
Fine alf of m	s and c	id limit		СН	Inorganic clays or high plasticity, fat clays						
e than hé	Silts	(liqu		ОН	Organic clays of medium to high plasticity, organic silts]					
(more	Highly	soils		PT	Peat and other highly organic soils						





		PATR and E	l OT n∨ir	onmental Inc.	LOG OF BORING B-1							
Ζ.	ouisvil	ndianapo Fort Way le, KY Da	lis, Le ne, La iyton,	rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)
	Pr 500	roposec Golf) West I Terre	d Vige Cou Hone Haute	o County Jail rse Site ey Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/1/19Drilling Method: HSA			missioners	Drille Sam Wea Latit Lonç	er pling ther ude gitude	: Todd Stepp : Splitspoon : Clear, 45°F : 39° 25.606' N : 87° 25.658' W	
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 33.5 After Completion: D In Augers: 32.8-ft DESC	S-ft. Pry RIPTION	Complete Com	Jailipies	Rec %	SPT Results	qp tsf	w %	REMARKS
0		CL		Topsoil (9") Brown, moist, medium CLAY				100	2/3/3	0.50	22	
5-		SP-SM		Brown, moist, very loos small gravel, trace silt	se, SAND with some		2	100	3/2/2			
10		SM		Brown, very moist, loos a little gravel, trace cla	se, SILTY SAND with y		, t	100	3/3/3			
15		SP		Brown, moist, medium coarse grained SAND gravel	dense, medium to with a little small		5	100	5/8/12 12/14/14			
25		SP		Brown, moist, medium some gravel	dense, SAND with		,	100	8/14/13			Borehole collapsed at 21-feet after auger removal.
30-		SP		Brown, moist, medium trace small gravel	dense, SAND with		3	100	7/11/13			
35-		SP-SM		Grayish Brown, wet, m and GRAVEL with trac	edium dense, SAND e silt		9	100	5/6/8			
40-		SP		Grayish Brown, wet, m medium to coarse grain small gravel	edium dense, ned SAND with trace		0	100	5/6/5			
	Boring terminated at 40-ft.											

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		PATR and E	l OT n∨ir	ENGINEERING onmental Inc.	LOG OF BORING B-2							
L	ouisv.	Fort Way ille, KY Da	ne, Lat iyton, (ayette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)
	F 50	Proposed Golf 0 West Terre	d Vigo Cou Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/1/19Drilling Method: HSA				missioners	Drille Sam Wea Latite Long	er pling ther ude jitude	: Todd Stepp : Splitspoon : Clear, 35°F : 39° 25.646' N : 87° 25.651' W
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 33-f After Completion: D In Augers: 34.5-ft. DESC	t. ^{Iry} RIPTION		Samples	Rec %	SPT Results	qp tsf	W %	REMARKS
0		SC		Topsoil (8") Dark Brown, moist, loo SAND								
5-				to loose, SAND with a	little gravel, trace silt		2	100	3/1/3			
		SP-SM					3	67	1/2/3			
10							4	100	4/5/5			
15-				Light Brown, moist, me with trace small grave	dium dense, SAND		5	100	5/6/9			
20-		SP					6	100	10/12/14			
25		SP		Brown, moist, medium little gravel	dense, SAND with a		7	100	10/10/10			Borehole collapsed at 23.5-feet after auger removal.
0/19-0357-02\B-2.bor 0 0 1 1 1 1 1 1 1 1		SP		Brown, moist, medium medium grained SAND	dense, fine to		8	100	8/8/10			
h Reports/acege		SP-SM		Brown, wet, medium de GRAVEL with trace silt	ense, SAND and		9	100	10/10/9			
019 H:\Geotec.	Brown, wet, medium dense, SAND with SP-SM trace silt							100	6/6/14			
04-12-20				Boring terminated at 40	D-ft.							

		PATR and E	l OT n∨ir	onmental Inc.	LOG OF BORING B-3							
_	ouisv	Fort Way ille, KY Da	ne, Lai ayton, (rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)
	F 50	Proposed Golf 0 West Terre	d Vigo Cou Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersDProject Number: 19-0357-02GSiLogged By: T. GovertWStart Date: 4/1/19LaDrilling Method: HSALa					Drille Sam Wea Latite Long	er pling ther ude jitude	: Todd Stepp : Splitspoon : Clear, 35°F : 39° 25.681' N : 87° 25.646' W
Depth in Feet	Water Level	nscs	GRAPHIC	Water Levels During Drilling: 34-f After Completion: D In Augers: 36.5-ft. DESC	t. ^{Iry} RIPTION		Samples	Rec %	SPT Results	qp tsf	w %	REMARKS
0		SC		Topsoil (6") Brown, moist, loose, C little gravel	Topsoil (6") Brown, moist, loose, CLAYEY SAND with a little gravel							
5-		SW-SM		Brown, moist, very loos SAND with some grave	se, well graded el, trace silt		2	100	1/1/1			Sample #2: Particle-size analysis performed
10		SP		Light Brown, moist, me with some gravel	Light Brown, moist, medium dense, SAND with some gravel				6/7/8 9/10/10			
15-		SP-SM		Brown, moist, medium SAND with trace silt	dense, fine grained	 [5	100	5/5/8			
20-		sw		Brown, moist, medium SAND with some grave	dense, well graded		6	100	10/15/15			Sample #6: Particle-size analysis performed
25		SP		Brown, moist, medium medium grained SAND	dense, fine to		7	100	7/8/10			after auger removal.
0357-02\B-3.bor		SW		Brown, moist, medium SAND with trace small	dense, well graded gravel		8	100	7/10/18			
ptech Reports/acegeo(19-	•	SP-SM		Brown, wet, medium de grained SAND with a li	ense, fine to medium ttle silt		9	100	6/6/6			
2019 H:/Gec - 07 - 07		SP-SM		Light Brown, wet, medi grained SILTY SAND	um dense, fine		10	100	5/10/19			Sample #10: Particle-size analysis performed
04-12-:				Boring terminated at 40	D-ft.							

	PATRIOT ENGINEERING and Environmental Inc.				LOG OF BORING B-4							
Ζ.	ouisv	Indianapo Fort Way Ile, KY Da	lis, Te ne, La iyton, i	rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN							(Page 1 of 1)	
	F 50	roposec Golf 0 West I Terre	d Vigo Cou Hone Hauto	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/1/19Drilling Method: HSA				Drille Sam Wea Latit Lonç	er pling ther ude gitude	: Todd Stepp : Splitspoon : Clear, 40°F : 39° 25.606' N : 87° 25.619' W	
Depth in Feet	Water Level	nscs	GRAPHIC	Water Levels During Drilling: 33.5 After Completion: D In Augers: 34.5-ft. DESC	s-ft. Pry RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS	
0		SM		Topsoil (11") Brown, moist, loose, fir SAND with trace clay	ne grained SILTY		100	1/2/4				
5-				Brown, moist, loose, to SAND and GRAVEL w	medium dense, ith trace silt	2	100	4/5/5				
		SP-SM				3	100	4/4/5				
10-						4	100	4/5/7				
15-				Light Brown, moist, me medium grained SAND	dium dense, fine to	5	100	6/6/7			Borehole collapsed at 15.8-feet after auger removal.	
20-		54				6	100	6/9/13				
25-				Light Brown, moist, me graded SAND with trac	dium dense, well se small gravel	7	100	11/11/13				
30-		SW				8	0	18/13/11			Splitspoon driven twice; no recovery either attempt (driving on large gravel); classification by auger returns	
35-	▼	SP		Brown, wet, medium de coarse grained SAND gravel	ense medium to with a little small	9	100	6/6/7				
		SP-SM		Brown, wet, loose fine SAND with trace silt	to medium grained		100	6/3/7				
40-				Boring terminated at 40	D-ft.		1			I		

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		PATR and E	tio Ta	ENGINEERING onmental Inc.	LOG OF BORING B-5						
/ /	.ouisv	Fort Way ille, KY Da	ne, Laf ayton, (ayette, Bloomington Cincinnati, OH Nashville, TN							(Page 1 of 1)
	F 50	Proposec Golf 0 West Terre	d Vigo Cour Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name Project Number Logged By Start Date Drilling Method	ame: Vigo County CommissionersNumber: 19-0357-02GBy: T. Govertte: 4/2/19Method: HSA				er pling ther ude gitude	: Todd Stepp : Splitspoon : Clear,32°F : 39° 25.634' N : 87° 25.616' W
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 29-f After Completion: D In Augers: 31.8-ft. DESC	ry RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS
0-		SM		Topsoil (8") Brown, moist, very loos	- 1	100	2/1/2				
5		SC	SAND Brown, moist, very loose CLAYEY SAND SC with trace gravel					2/2/1			
				moist, Brown, moist, lo dense SAND with trace	moist, Brown, moist, loose to medium dense SAND with trace small gravel & silt						Sample #3: Particle-size analysis performed
10-		SP				4] 100	4/4/7			
		SP-SM		Light Brown, moist, me SAND with some grave	dium dense to dense al, trace silt	5	100	10/12/13			Sample #5: Particle-size analysis performed Borehole collapsed at 15.3-feet after auger removal.
20-						6	0	11/15/16			Splitspoon driven twice; no recovery either attempt (driving on large gravel); classification by auger returns
25-		SP		Brown, moist, medium trace gravel	dense SAND with	7] 100	14/12/18			
0357-02\B-5.bor	•	SP-SM		Grayish Brown, very m SAND and GRAVEL, t	oist, medium dense ace silt	8] 100	17/11/13			Sample #8: Particle-size analysis performed
ch Reports\acegeo\19-		SP		Grayish Brown, wet, lo coarse grained SAND gravel	ose medium to with trace small	9	44	4/4/6			
	SP-SM Light Brown, very moist, very dense fine to medium grained SAND with trace silt							4/17/31			heaving sand 35 to 38-ft
04-12-2(Boring terminated at 40)-ft.						

		PATR and E	nvir	onmental Inc.	LOG OF BORING B-6							
Ζ.	ouisv.	Indianapo Fort Way ille, KY Da	olis, Le ne, La ayton, l	rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)
	F 50	Proposed Golf 0 West Terre	d Vige Cou Hone Haute	o County Jail rse Site ey Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/2/19Drilling Method: HSA			missioners	Drille Sam Wea Latit Long	er pling ther ude gitude	: Todd Stepp : Splitspoon : Clear, 45°F : 39° 25.663' N : 87° 25.616' W	
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 29.5 After Completion: D In Augers: 34.8-ft. DESC	Water Levels ▼ During Drilling: 29.5-ft. ▼ After Completion: Dry ▲ In Augers: 34.8-ft. DESCRIPTION				SPT Results	qp tsf	w %	REMARKS
0		CL		Topsoil (11") Dark Brown, moist, stif CLAY			1	78	2/2/3	1.25	22	
5-		SC		Brown, very moist, loos with trace gravel	SE CLAYEY SAND		2	100	3/2/3			
				Brown, moist, loose to graded SAND with son	very loose well ne gravel, trace silt		3	100	2/3/4			
10-		SW-SM					4	100	3/2/2			
15-							5	67	2/2/1			
20-		SW		Brown, moist, medium SAND and GRAVEL	dense well graded		6	100	7/10/11			Borehole collapsed at 21.2-feet after auger removal.
25-		SP		Light Brown, moist, me with trace small gravel	dium dense SAND		7	100	8/13/14			
30-	▼	SW		Brown, wet, medium d SAND and GRAVEL w	ense well graded ith trace silt		8	100	16/16/7			
35-	•	SP-SM		Brown, wet, medium de small gravel & silt	ense SAND with trace	 e	9	100	3/6/8			
40-				Boring terminated at 40	D-ft.			100	8/9/13			

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		PATR and E	n∨ir	onmental Inc.	LOG OF BORING B-7									
Ζ.	ouisv.	Fort Way ille, KY Da	ne, La ne, La ayton,	rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN		(Page 1 of 1)								
	F 50	Proposed Golf 00 West Terre	d Vige Cou Hone Haut	o County Jail rse Site ey Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/3/19Drilling Method: HSA				Drille Sam Wea Latit Long	er pling ther ude gitude	: Todd Stepp : Splitspoon : Clear, 53°F : 39° 25.606' N : 87° 25.579' W			
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 28.0 After Completion: D In Augers: 29.5-ft DESC	n-ft. ^{Iry} RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS			
0		ML		Topsoil (10") Dark Brown, moist, loo SILT	se SANDY CLAYEY		100	3/3/4						
5-				Brown, very moist, very and GRAVEL with trac	y loose SILTY SAND ce clay	2	100	2/2/1						
		SP-SM				3	67	2/1/2						
10						4	67	1/1/3			Sample #4: Particle-size analysis performed			
15		SP-SM		Brown, moist, medium little gravel, trace silt	dense SAND with a	5	44	5/10/9			Borehole collapsed at 15-feet after auger removal.			
20-				Light Brown, moist, me with some GRAVEL wi	dium dense SAND th trace silt	6	100	9/13/14			Sample #6: Particle-size analysis performed			
25-		SP-SM				7	100	9/8/8						
30-	•			Grayish Brown, wet, m to coarse grained SAN trace silt	edium dense mediun D with some gravel,	n 8	100	5/7/8						
35-		SP				9	100	4/4/8			Sample #9: Particle-size analysis performed			
		SP-SM		Grayish Brown, moist, with a little gravel, trace	medium dense SANI e silt		100	10/11/14						
40-	40 H H H H H H H H H H H H H H H H H H H													

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		PATR and E	I OT n∨ir	ENGINEERING onmental Inc.	LOG OF BORING B-8								
μ.	ouisv	Indianapo Fort Way ille, KY Da	olis, Ter ne, Laf ayton, (rre Haute, Evansville, ayette, Bloomington Cincinnati, OH Nashville, TN					(Page 1 of 1)				
	F 50	Proposec Golf 0 West Terre	d Vigo Cour Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/2/19Drilling Method: HSA			Drille Sam Wea Latit Long	er Ipling Ither Ude gitude	: Todd Stepp : Splitspoon : Clear, 50°F : 39° 25.634' N : 87° 25.579' W			
Depth in Feet	Water Level	nscs	GRAPHIC	Water Levels During Drilling: 28-f After Completion: D In Augers: 29.7-ft DESC	t. ^{Iry} RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS		
0-		CL		Dark Brown, moist, stif CLAY	f SANDY SILTY	1	67	3/2/4	1.75	20			
5		SP-SM		Brown, moist, very loos GRAVEL with trace silt	se SAND and	2	100	2/1/2					
		SW		Light Brown, moist, loo with trace small gravel	se well graded SAND	3] 100	3/3/3					
10		SP		Tan, moist, loose fine g trace silt	grained SAND with	4	100	2/3/3					
15				Light Brown, moist, me graded SAND with son	dium dense well ne gravel	5] 100	7/7/8			Borehole collapsed at 17 2-feet		
20		SW				6] 100	8/12/11			after auger removal.		
25-						7] 100	9/13/12					
30 30	 ▼ ◆ 	GP		Grayish Brown, wet, m GRAVEL with a little sa	edium dense	8] 100	9/10/10					
sorech Keportsvacegeov		SP		Grayish Brown, wet, m to coarse grained SAN trace silt	edium dense medium D and GRAVEL with	9] 100	5/6/8					
						10	100	5/6/6					
04-12-2	Boring terminated at 40-ft.												

		PATR and E	t io T in∨ir	ENGINEERING onmental Inc.	LOG OF BORING B-9						
μ.	ouisvi.	Indianapo Fort Way ille, KY Da	olis, Tei ne, Laf ayton, (rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN							(Page 1 of 1)
	P 50	roposec Golf 0 West Terre	d Vigo Cour Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/2/19Drilling Method: HSA			Driller Sampling Weather Latitude Longitude		: Todd Stepp : Splitspoon : Clear, 50°F : 39° 25.663' N : 87° 25.579' W	
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 29-f After Completion: D In Augers: 31-ft DESC	ry RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS
		SM		Topsoil (9") Dark Brown, moist, loo trace clay	se SILTY SAND with	- 1	67	3/3/2			
5-		SW		Brown, moist, loose we a little gravel	Il graded SAND with	2	100	3/4/4			
						3] 100	3/3/3			
10		SP		Light Brown, moist, loo SAND with trace silt	se fine grained	4] 100	2/4/4			
15		SP		Light Brown, moist, me to coarse grained SAN gravel	dium dense medium D with trace small	5] 100	7/8/10			Borehole collapsed at 13.75-feet after auger removal.
20-		SW		Grayish Brown, moist, graded SAND with a lit	medium dense well tle gravel	6	100	5/12/13			
25		SP		Light Brown, moist, der GRAVEL	nse SAND and	7	100	13/20/21			
3001-5-205-001-0-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	•	GP		Grayish Brown, wet, m to coarse grained SAN trace silt	edium dense medium D and GRAVEL with	8] 100	10/7/8			
Stoeotech Keportslacegeor		SP		saturated, medium der gravel, trace silt	se SAND with a little	9] 100	5/7/10			
40 - 12-2018				Boring terminated at 40)-ft.	10	100	11/8/9	<u> </u>		

		PATR and E	RIOT In∨ir	ENGINEERING onmental Inc.	LOG OF BORING S-1							
	Louisv	Fort Way ille, KY Da	ne, Lat ayton, (Gyette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)
	F 50	Proposed Golf 0 West Terre	d Vigo f Cour Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/3/19Drilling Method: HSA				missioners	Drille Sam Wea Latit Long	er Ipling Ither Ude gitude	: Todd Stepp : Splitspoon : Cloudy, 60°F : 39° 25.885' N : 87° 25.696' W
Depth in Feet	Water Level	USCS	GRAPHIC	Water Levels During Drilling: Dry After Completion: D DESC	RIPTION		Samples	Rec %	SPT Results	qp tsf	w %	REMARKS
0-		SM		Topsoil (8") Brown, moist, very loos SAND Reddish Brown, moist,	se CLAYEY SILTY	_ /	1	100	2/2/2			Borehole collapsed at 3.3-feet after
5-		SM		with trace clay	.ft		2	100	3/3/3			auger removal.
10- 10- 20- 20- 30- 225- 30- 225- 30- 40-												

			PATE and E	RIOT In∨ir	ENGINEERING onmental Inc.	LOG OF BORING S-2								
	, L	ouisv	Fort Way ille, KY Da	ne, La ayton, (fayette, Bloomington Cincinnati, OH Nashville, TN		(Page 1 of 1							
		F 50	Proposed Golf 0 West Terre	d Vigo f Cou Hone Hauto	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/3/19Drilling Method: HSA				Drille Sam Wea Latit Long	er Ipling Ither Ude gitude	: Todd Stepp : Splitspoon : Cloudy, 60°F : 39° 25.784' N : 87° 25.696' W		
D' F	epth in eet	Water Level	USCS	GRAPHIC	Water Levels During Drilling: Dry After Completion: D DESC	RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS		
	0		CL		Topsoil (10") Brown, moist, stiff SAN		[100	2/2/2	1.0	16	Borehole collapsed at 3.2-feet after		
	5		SC	///	SAND with trace grave		2	100	2/2/1			auger removal.		
	5				Boring terminated at 5-	ft.								
	2													
	15													
	20													
	25													
19-0357-02\S-2.bor	30													
otech Reports\acegeo\	35	· · · ·												
04-12-2019 H:\Ge	40-													

Lou	uisvil	Fort Way lle, KY Da	ne, Laf	ronado, Eranornio,	LOG OF BORING S-3						
	D		ayton, (fayette, Bloomington Cincinnati, OH Nashville, TN							(Page 1 of 1)
	500	roposed Golf O West Terre	d Vigo Cour Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/3/19Drilling Method: HSA			missioners	Drille Sam Wea Latit Long	er Ipling Ither Ude gitude	: Todd Stepp : Splitspoon : Cloudy, 55°F : 39° 25.630' N : 87° 25.696' W
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: Dry After Completion: D DESC	RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS
	-	CL		Topsoil (12") Dark Brown, moist, stif CLAY		1	100	2/2/1	1.0	19	
		SC	$\langle \rangle \rangle$	Brown, moist, loose SI with trace gravel	LTY CLAYEY SAND	2	100	3/3/2			Borehole collapsed at 3.4-feet after auger removal.
19 H/Geotech Reports/acegeo/19-0357-02/S-3.Bor 10 12 12 12 12 12 12 12 12 12 12 12 12 12				Boring terminated at 5-	ft.						


		PATR and E	n∨ir	ENGINEERING onmental Inc.	LOG OF BORING S-5							
	Louisv	Fort Way ille, KY Da	ne, La ayton, (fayette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)
	F 50	Proposed Golf 0 West Terre	d Vigo Cou Hone Hauto	o County Jail rse Site y Creek Drive e, Indiana	Client Name Project Number Logged By Start Date Drilling Method	:lient Name: Vigo County Commissioners'roject Number: 19-0357-02G.ogged By: T. Govert.start Date: 4/3/19Drilling Method: HSA				Drille Sam Wea Latit Lonç	er pling ther ude gitude	: Todd Stepp : Splitspoon : Cloudy, 55°F : 39° 25.553' N : 87° 25.618' W
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: Dry After Completion: D DESC	RIPTION	Samples	- R	Rec %	SPT Results	qp tsf	w %	REMARKS
		CL		Topsoil (11") Dark Brown, moist, ver CLAY Brown, very moist, very	y stiff SANDY SILTY			33	4/4/5	2.0	16	Borehole collansed at 3.3-feet after
5-		SC	///	CLAYEY SAND with a	little small gravel	2	1	100	2/2/1			auger removal.
10- 15- 20- 25- 30- 25- 30- 35- 30- 40-				Boring terminated at 5-	ft.							

		PATE and E	RIOT In∨ir	ENGINEERING onmental Inc.	LOG OF BORING S-6							
	Louisv	Fort Way ille, KY Da	ne, Lat ayton, (fayette, Bloomington Cincinnati, OH Nashville, TN					(Page 1 of 1)			
	F 50	Proposed Golf 0 West Terre	d Vigo f Cour Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/3/19Drilling Method: HSA					er Ipling Ither Ude gitude	: Todd Stepp : Splitspoon : Cloudy, 55°F : 39° 25.580' N : 87° 25.568' W	
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: Dry After Completion: D DESC	RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS	
		SC		Topsoil (10") Brown, very moist, loos with trace gravel	Se CLAYEY SAND		78	3/3/3				
5-		SM		Brown, moist, very loos grained SILTY SAND v gravel	se fine to medium vith trace clay & small	2	100	2/1/1			Borehole collapsed at 3.5-feet after auger removal.	
10- 15- 20- 25- 30- 25- 30- 40- 40-				➤Boring terminated at 5	5-ft.							

		PATE and E	n∨ir	ENGINEERING onmental Inc.	LOG OF BORING S-7							
	Louisv	Fort Way ille, KY Da	ne, Lat ayton, (fayette, Bloomington Cincinnati, OH Nashville, TN						(Page 1 of 1)		
	F 50	Proposed Golf 0 West Terre	d Vigo f Cour Hone Haute	o County Jail rse Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 4/3/19Drilling Method: HSA				Drill San Wea Latit	er npling ather tude gitude	: Todd Stepp : Splitspoon : Cloudy, 60°F : 39° 25.698' N : 87° 25.615' W	
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: Dry After Completion: D DESC	RIPTION	Samples	Rec %	SPT Results	qp tsf	w %	REMARKS	
	-	SC		Topsoil (12") Dark Brown, moist, loo SILTY CLAYEY SAND Brown, moist, very loos	se fine grained] 100	1/2/3			Borehole collapsed at 3.1-feet after auger removal.	
5- 10- 10- 15- 20- 25- 20- 25- 30- 35- 35- 40-		SC		with a little gravel Boring terminated at 5-	-ft.		100	3/2/2				





Checked By: NF



Checked By: NF







Tested By: CC

Checked By: NF







<u>APPENDIX B</u>

General Qualifications

and

Standard Clause for Unanticipated Subsurface Conditions

GENERAL QUALIFICATIONS

of Patriot Engineering's Geotechnical Engineering Investigation

This report has been prepared at the request of our client for his use on this project. Our professional services have been performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties either expressed or implied.

The scope of our services did not include any environmental assessment or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied. Any statements in this report or on the test borings logs regarding vegetation types, odors or staining of soils, or other unusual conditions observed are strictly for the information of our client and the owner.

This report may not contain sufficient information for purposes of other parties or other uses. This company is not responsible for the independent conclusions, opinions or recommendations made by others based on the field and laboratory data presented in this report. Should there be any significant differences in structural arrangement, loading or location of the structure, our analysis should be reviewed.

The recommendations provided herein were developed from the information obtained in the test borings, which depict subsurface conditions only at specific locations. The analysis, conclusions, and recommendations contained in our report are based on site conditions as they existed at the time of our exploration. Subsurface conditions at other locations may differ from those occurring at the specific drill sites. The nature and extent of variations between borings may not become evident until the time of construction. If, after performing on-site observations during construction and noting the characteristics of any variation, substantially different subsurface conditions from those encountered during our explorations are observed or appear to be present beneath excavations we must be advised promptly so that we can review these conditions and reconsider our recommendations where necessary.

If there is a substantial lapse of time between the submission of our report and the start of work at the site, or if conditions have changed due to natural causes or construction operations at or adjacent to the site, we urge that our report be reviewed to determine the applicability of the conclusions and recommendations considering the changed conditions and time lapse.

We urge that Patriot be retained to review those portions of the plans and specifications that pertain to earthwork and foundations to determine whether they are consistent with our recommendations. In addition, we are available to observe construction, particularly the compaction of structural backfill and preparation of the foundations, and such other field observations as may be necessary.

In order to fairly consider changed or unexpected conditions that might arise during construction, we recommend the following verbiage (Standard Clause for Unanticipated Subsurface Conditions) be included in the project contract.

STANDARD CLAUSE FOR UNANTICIPATED SUBSURFACE CONDITIONS

"The owner has had a subsurface exploration performed by a soils consultant, the results of which are contained in the consultant's report. The consultant's report presents his conclusions on the subsurface conditions based on his interpretation of the data obtained in the exploration. The contractor acknowledges that he has reviewed the consultant's report and any addenda thereto, and that his bid for earthwork operations is based on the subsurface conditions as described in that report. It is recognized that a subsurface exploration may not disclose all conditions as they actually exist and further, conditions may change, particularly groundwater conditions, between the time of a subsurface exploration and the time of earthwork operations. In recognition of these facts, this clause is entered in the contract to provide a means of equitable additional compensation for the contractor if adverse unanticipated conditions are encountered and to provide a means of rebate to the owner if the conditions are more favorable than anticipated.

At any time during construction operations that the contractor encounters conditions that are different than those anticipated by the soils consultant's report, he shall immediately (within 24 hours) bring this fact to the owner's attention. If the owner's representative on the construction site observes subsurface conditions which are different than those anticipated by the consultant's report, he shall immediately (within 24 hours) bring this fact to the contractor's attention. Once a fact of unanticipated conditions has been brought to the attention of either the owner or the contractor, and the consultant has concurred, immediate negotiations will be undertaken between the owner and the contractor to arrive at a change in contract price for additional work or reduction in work because of the unanticipated conditions. The contract agrees that the following unit prices would apply for additional or reduced work under the contract. For changed conditions for which unit prices are not provided, the additional work shall be paid for on a time and materials basis."

Another example of a changed conditions clause can be found in paper No. 4035 by Robert F. Borg, published in <u>ASCE Construction Division Journal</u>, No. CO2, September 1964, page 37.



Report of Geotechnical Engineering Investigation – ADDENDUM 1 Proposed New Vigo County Jail & Sherriff's Office Former Golf Course Site 500 West Honey Creek Drive Terre Haute, Indiana Patriot Project No. 19-0357-02G

Prepared For:

Vigo County Commissioners C/O Mr. Ralph Wagle Garmong Construction Services 3050 Poplar Street Terre Haute, IN 47803

Prepared By:

Patriot Engineering and Environmental, Inc. 1359 N. Aberdeen Ave. Terre Haute, IN 47804



July 2, 2019

Vigo County Commissioners C/O Mr. Ralph Wagle Garmong Construction Services 3050 Poplar Street Terre Haute, IN 47803

RE: Report of

Geotechnical Engineering Investigation – ADDENDUM 1 **Proposed New Vigo County Jail & Sherriff's Office Former Golf Course Site 500 West Honey Creek Drive Terre Haute, Indiana** Patriot Project No. 19-0357-02G

Dear Ralph:

Attached please find our Addendum Geotechnical Report for the proposed development of the former golf course site as a new Vigo County Jail and Sherriff's office. This addendum is being issued with supplementary information due to a slight change in the design layout from our initial site investigation. Seven (7) additional borings were performed within the adjusted footprint, with engineering analysis conducted on the findings. The information furnished in this addendum applies to the new footprint layout as represented in our soil boring location map. The sections contained in this addendum apply only to this footprint. All other information contained in our original report remains intact and applicable.

We appreciate the opportunity to perform this geotechnical engineering investigation and look forward to working with you during the construction phase of the project. If you have any questions regarding this report or if we may be of any additional assistance regarding any geotechnical aspect of the project, please do not hesitate to contact our office.

Respectfully submitted, Patriot Engineering and Environmental, Inc.

Timothy C. Govert Region Manager

Ronald W. Spivey, P.E



Senior Project Engineer

1359 NORTH ABERDEEN AVENUE, TERRE HAUTE, INDIANA 47804 PH. 812-466-5559 • FAX 812-466-5509 • WEB WWW.PATRIOTENG.COM INDIANA • BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE KENTUCKY • LOUISVILLE, OHIO • CINCINNATI, DAYTON, TENNESSEE • NASHVILLE

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APPENDICES

Boring Location Map Boring Logs

REPORT OF GEOTECHNICAL ENGINEERING INVESTIGATION

Proposed New Vigo County Jail (Former Golf Course Site) 500 W. Honey Creek Drive Terre Haute, Indiana Patriot Project No. 19-0357-02G

1.0 INTRODUCTION

1.1 General

The Vigo County Commissioners are advancing the design and development plans for the proposed new jail site located at the former Stu's Golf Course site at 500 West Honey Creek Drive. Our initial geotechnical report dated April 17, 2019 reflected the planned layout of the proposed development at that time. A revised layout and position have been adopted as the current plan. As such, our initial investigation no longer provided adequate coverage or geotechnical information. Additional Geotechnical services were requested of Patriot to represent the new placement and configuration of the building, which has shifted slightly south from the original plan.

1.2 Purpose and Scope

The purpose of this investigation has been to assess the subsurface conditions across the modified building footprint that extends further south beyond the extent of our prior investigational area. This was achieved by drilling test borings, and by conducting laboratory tests on samples collected from the borings. This report contains the results of our findings, an engineering interpretation of these results with respect to the available project information, and recommendations to aid in the design and construction of the proposed new jail and sheriff's office.

The information contained in this Addendum Report shall be considered supplementary to the information, data and recommendations set forth in our original project report dated April 17, 2019 unless stated otherwise. The discussions herein apply to the new building footprint only. Unless specifically stated, all prior recommendations remain intact and applicable for this project.

2.0 PROJECT INFORMATION

The proposed project is expected to include a new sheriff's office & jail building, with an adjacent offender housing pod, with ancillary pavements and civil improvements. The

current plan involves development of approximately 40-acres comprised of three (3) separate parcels. Two (2) parcels to the north have been added to the project plan since the last investigation, allowing the expansion of the new jail footprint to the north more than the prior plan. Various pavements are planned on the north and west sides to service the traffic to the facility. The buildings associated with the facility are expected to include both single and 2-story sections and would mostly incorporate slab-on-grade construction. Some small, isolated lower level facilities would exist in portions of the new building.

Based on preliminary information from the designer, we expect that the proposed structures will have wall loads of 8 to 15-kips per lineal feet (klf), isolated column loads of 125 to 225-kips, and that floor loads will be approximately 150-pounds per square foot (psf). Additionally, the design will incorporate thickened slabs in portions of the facility to support stacked steel and interior walls. the loads bearing on these thickened slabs are expected to range from 0.8 to 1.4 kips per lineal foot.

The finished floor elevations for the proposed structures are expected to be at or slightly above the existing surface elevations. Based on observations during the fieldwork phase of our investigation, we estimate that site contours vary about 4 to 6-feet. Although not in the apparent designated floodplain, it is assumed that grade raise building pad fill will be employed to slightly raise the building elevations. We have assumed that 1 to 3-feet of building pad fill may be placed for this purpose.

3.0 INVESTIGATIONAL PROCEDURES

3.1 Field Work

Seven (**7**) additional borings were drilled, sampled, and tested at the project site on June 26, 2019 to supplement the previous (16) borings that were completed earlier this year. The approximate locations of all of the borings are shown on the Boring Location Map in Appendix A. The soil borings were drilled to depths of 40-feet within the new building footprint that has shifted south of the initial plan. All depths are given as feet below the existing ground surface.

The positions of the borings have been located using a handheld global positioning system (GPS). Accuracy of the data is +/- 7-feet based upon available satellite reception at the time of marking. The approximate latitude and longitude of the borings are noted on the individual boring logs, and in Table 3.1 below.

2

The borings were advanced using $3\frac{1}{4}$ " I.D. (inside diameter) hollow-stem augers. Samples were recovered in the undisturbed material below the bottom of the augers using the standard drive sample technique in accordance with ASTM D 1586-74. A 2" O.D. (outside diameter) by $1-\frac{3}{8}$ " I.D. split-spoon sampler was driven a total of 18-inches with the number of blows of a 140-pound hammer falling 30-inches recorded for each 6-inches of penetration. The sum of blows for the final 12-inches of penetration is the Standard Penetration Test result commonly referred to as the N-value (or blow-count). Split-spoon samples were recovered at 2.5-feet intervals, beginning at a depth of 1-foot below the existing surface grade, extending to a depth of 10-feet, then at 5-foot intervals thereafter to the termination of the boring. Water levels were monitored at each borehole location during drilling and upon completion of the boring. The boreholes were backfilled with auger cuttings prior to demobilization for safety considerations.

	<u> </u>					
Boring Number	Latitude	Longitude				
B-10	39° 25.597' N	87° 25.690' W				
B-11	39° 25.587' N	87° 25.676' W				
B-12	39° 25.587' N	87° 25.639' W				
B-13	39° 25.587' N	87° 25.603' W				
B-14	39° 25.568' N	87° 25.674 W				
B-15	39° 25.568' N	87° 25.639 W				
B-16	39° 25.568' N	87° 25.603 W				

Table 3.1 – Boring	Coordinates
--------------------	-------------

3.2 Laboratory Evaluation

Upon completion of the boring program, all of the samples retrieved during drilling were returned to *Patriot*'s soil testing laboratory where they were visually examined and classified. A laboratory-generated log of each boring was prepared based upon the driller's field log, laboratory test results, and our visual examination. Test boring logs and a description of the classification system are included in Appendix A in this report. Indicated on each log are: the primary strata encountered, the depth of each stratum change, the depth of each sample, the Standard Penetration Test results, groundwater conditions, and selected laboratory test data. The laboratory logs were prepared for each boring giving the appropriate sample data and the textural description and classification. The results of laboratory evaluation are summarized in Section 4.2 below and are shown on the boring log as appropriate.

4.0 SITE AND SUBSURFACE CONDITIONS

4.2 Subsurface Conditions

Our interpretation of the subsurface conditions is based upon widely spaced soil borings drilled at the approximate locations shown on the Boring Location Map in Appendix A. The following discussion is general; for more specific information, please refer to the boring logs presented in Appendix A. It should be noted that the dashed stratification lines shown on the soil boring logs indicate approximate transitions between soil types. In situ stratification changes could occur gradually or at different depths. All depths discussed below refer to depths below the existing ground surface.

Our recent soil borings indicate subsurface conditions that were relatively similar to the soil conditions noted in initial building placement. The very loose to loose upper profile is slightly improved and slightly less deep overall, but still exists as an obstacle to shallow foundation performance. Further details are provided in the following narratives.

The new building footprint is entirely covered with topsoil, which is a surfacial blend of silts, sands, and clays, with varying amounts of organic matter. At this building site, the topsoil layer was about 4 to 8 inches thick in our borings.

The surfacial topsoil is underlain by a profile comprised of discontinuous layers of typically very loose to loose SILTY SAND, CLAYEY SAND and SAND with minor silt fractions, that extend to about 5 to as deep as 18-feet beneath the surface. Some of the materials at the surface were noted as "FILL" based on textural basis, but may be comprised of onsite borrowed soils placed as features on the former golf course (greens, bunkers, traps, etc.). Standard Penetration Test N-values (blow counts) in this typically loose upper profile varied from weight of hammer (woh) to 14-blows per foot, with an average of about 5-bpf.

Beneath the loose to very loose profile near the surface, the soils transition to somewhat "cleaner" SANDS and GRAVELS with minor silt components. These discontinuous alluvial deposits are typically medium dense with occasional interbedded dense layers, with blow counts ranging from 13 to 44-blows per foot. The average N-value for the sample intervals in this profile was about 22-bpf. The borings conducted for this addendum report terminated in these soils at 40-feet below the surface.

4.3 Groundwater Conditions

During the drilling process, sampling tools were routinely observed to check for the existence of free-water which would indicate groundwater presence. Additionally, the open boreholes were also observed for water above the collapse depth after the removal of the augers upon the completion of each hole. Based on these methods, groundwater was encountered in each of the most recent test borings drilled for the new building footprint. Groundwater depths in the borings ranged from 24.5 to 33-feet below the existing ground surface during the drilling process. None of the borings indicated groundwater above the borehole collapse depth after the augers were removed at the completion of drilling.

The term groundwater pertains to any water that percolates through the soil found on site. This includes any overland flow that permeates through a given depth of soil, perched water, and water that occurs below the "water table", a zone that remains saturated and water-bearing year round.

It should be recognized that fluctuations in the groundwater level should be expected over time due to variations in rainfall and other environmental or physical factors, including the stage of the nearby Wabash River. Our recent drilling was conducted during a time of higher than normal precipitation, with a surplus precipitation amount of about 5-inches. Wabash River stage was falling at the time of our fieldwork. The true static groundwater level can only be determined through observations made in cased holes over a long period of time, the installation of which was beyond the scope of this investigation.

5.0 DESIGN RECOMMENDATIONS

5.1 Basis

Our recommendations are based on data presented in this report, which include soil borings, laboratory testing and our experience with similar projects. Subsurface variations that may not be indicated by a dispersive exploratory boring program can exist on any site. If such variations or unexpected conditions are encountered during construction, or if the project information is incorrect or changed, we should be informed immediately since the validity of our recommendations may be affected.

5.2 Foundations

5.2.1 Shallow Spread Footings

Conventional spread footings are typically considered the most economical and efficient means of structural support. However, the subject parcel possesses a profile of loose to very loose soil to depths ranging from about 5 to about 18-feet beneath the current surface elevation. When loaded with the proposed structure, these loose granular soil layers would settle appreciably. Total settlements of more than 2 to 3-inches could result under the heaviest building loads associated with the project when placed on the native soils in current conditions (seismic events could also generate settlements in addition to the normal post-construction settlement).

In order to utilize soil -supported shallow spread footings, a comprehensive undercutting and replacement effort would be required to improve the bearing conditions beneath the building footings. All foundations for the building would need to be undercut and over-excavated to at least 6-feet below the current elevations. Upon reaching the undercut depth, the subgrade should be compacted in-place and the excavated soils could be replaced in controlled, compacted lifts to the bearing elevation in strict accordance with the recommendations set forth in Section 6.0 of this report. The result would be a more densified and uniform bearing platform to support the structure, with reduced total and differential settlement potential.

Assuming preparation of the subgrade soils as recommended herein, the proposed structure can be supported on conventional spread footings bearing on the newly placed and properly compacted backfill at shallow depths. These footings should be proportioned using a net allowable soil bearing pressure not exceeding 1,500-pounds per square foot (psf) for column footings and strip (wall) footings. For proper performance at the recommended bearing pressure, foundations must be constructed in compliance with the recommendations for footing excavation inspection that are discussed in the Construction Considerations Section 6.0 of this report.

Alternatively, the foundations could be designed to bear upon the medium dense granular soils typically encountered at a depth of 8.5-feet using a net maximum allowable soil bearing pressure of 3,000 psf for column footings or strip footings. The bottoms of all footings bearing at this elevation would require in-place compaction to further densify any isolated loose areas and provide uniform bearing conditions. The in-place compactive effort would involve compaction to 100% of a Standard Proctor or densification until no

further density gain is achieved under optimal moisture conditions. The compaction effort would require the full-time observation and testing of a *Patriot* representative to verify suitable bearing conditions are ultimately attained to minimize the post construction settlement potential.

In using the above net allowable soil bearing pressures, the weight of the foundation and backfill over the foundation need not be considered. Hence, only loads applied at or above the minimum finished grade adjacent to the footing need to be used for dimensioning the foundations. Each new foundation should be positioned so it does not induce significant pressure on adjacent foundations; otherwise the stress overlap must be considered in the design.

All exterior foundations and foundations in unheated areas should be located at a depth of at least 30-inches below final exterior grade for frost protection. However, interior foundations or those protected from frost influence can bear at depths of approximately 12-inches below the finished floor. We recommend that strip footings be at least 18inches wide and column footings be at least 24-inches wide for bearing capacity considerations.

With proper subgrade preparation and construction controls as described in this report, we estimate that the total foundation settlement should not exceed approximately 1-inch and that differential settlement should not exceed about ³/₄-inch. Careful field control during construction is necessary to minimize the actual settlement that will occur.

Positive drainage of surface water, including downspout discharge, should be maintained away from structure foundations to avoid wetting and weakening of the foundation soils both during construction and after construction is complete.

5.2.2. Rammed Aggregate Piers:

The extent of loose to very loose soils is somewhat limited to the upper 5 to 18-feet at this site, with underlying medium dense to dense sands and gravels being fairly uniform throughout. Therefore, an intermediate foundation system such as Geopier Impact® Piers, would provide viable and efficient foundation support for the Security Center Building. This proprietary process displaces soil during installation and utilizes vertical impact ramming energy to construct vertical displacement rammed aggregate pier elements. The cavity is created to full depth by pushing a specially designed chained mandrel head using a relatively large static force augmented by dynamic vibratory

impact energy. The chains allow stone to flow through the mandrel when it is raised up and form a plug to compact the stone when the mandrel is pushed down. Pier diameters range from 16 to 24 inches in diameter. The use of this method of foundation support would eliminate the need to undercut and replace the in situ soils (and would likely be more time effective for schedule), but would also require the importing of crushed stone aggregate. Selection considerations should involve relative cost tradeoffs as well as impact of the project schedule using this method versus other options.

Based on our experience with this method of foundation support, we expect that Impact® piers could provide soil improvement to support a net allowable bearing pressure of 5,000 to 6,000 pounds per square foot. The installed piers would extend through the very loose and loose soil layers to the medium dense layers. Further analysis and recommendations, including net settlement, would be necessary once the final structure and foundation type were selected. These piers will be analyzed, designed and warrantied by Geopier®. *Patriot* merely provides their preliminary findings as a service for your consideration.

Upon completion of the rammed aggregate pier installation, the building foundations would be constructed as conventional spread footings which would then bear directly upon the Geopier® elements.

5.2.3 Foundations – Auger-Cast Piles (ACP)

As an alternative to shallow spread footings or rammed aggregate piers, the security center building could be supported upon auger-cast pilings which would serve to extend the structural loads below the loose soil profile. This method would eliminate the need to undercut and replace soils, and ACP's would provide the greatest allowable bearing pressure for structural support. However, the relative cost may not be as efficient as other options. Comparison with other foundation support alternatives should consider schedule and costs of materials relative to this means of structural support

Auger cast pilings are cast-in-place, pressurized grouted pilings, installed to a predetermined depth with continuous flight augers. Pressurized grout is installed (pumped) during auger retraction resulting in a cylindrical column. Continuous monitoring is required to assure proper pressure, retraction rate, and grout-head for adequate frictional support. The subsurface soil conditions of the project site are well suited for auger castpilings. Length modifications or additional pilings may be necessary during construction where drilled length is obstructed by materials impenetrable by the auger cast drilling equipment (i.e. end-bearing prior to friction-length attainment).

Table 5.2.3 presents estimated allowable pile capacities for a single pile under static loading conditions for 14 inch and 18-inch diameter piles. Pile capacities for additional diameters and depths could be provided upon request. This analysis assumes that the piles will bear or extend into the medium dense to very dense sands encountered in the borings.

After the preliminary pile layout and loading are complete, it is requested that *Patriot* review the pile layout to verify that the pile group capacity is adequate. The efficiency of a pile group should be taken into account in calculating the capacity of a pile group.

Auger-Cast Pile Diameter (inches)	Pile Length (feet)*	Est. Allowable Pile Compression Capacity** (Kips)	Est. Allowable Pile Uplift Capacity** (Kips)	Est. Allowable Pile Lateral Capacity** (Kips)
14	30	47	16	8
14	35	54	20	8
14	40	61	24	8
18	30	83	24	12
18	35	94	31	12
18	40	106	37	12

TABLE 5.2.3: ESTIMATED AUGER-CAST PILE CAPACITIES

Notes:

* Deeper penetration may be needed to achieve the desired capacity. Pile depths are based on the assumption that the pile cap/slab thickness will be on the order of 2 to 4 feet. It is possible that some of the piles may encounter auger refusal or drilling difficulties due to potential cobbles and large gravel zones and the capacity of these shorter piles needs to be revised based on the actual length during construction if this condition is encountered.

** To be verified by pile load tests.

- 1. The shear resistance against base sliding can be computed by multiplying the minimum normal force on the base of the footing/pile caps times a coefficient of friction of 0.3.
- 2. If additional lateral capacities are required, the capacities available from slabon-grade friction, passive soil resistance against grade beams and pile caps and side friction along end walls also can be used.

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3. We recommend that the designer sum all of the available lateral resistance forces and divide the total by a minimum factor of safety of 1.5.

The estimated pile design capacities are based on the following criteria:

- Auger-cast piles are not be battered.
- 14-inch ACP would have (8) #8 reinforcing bars and 18-inch ACP would have (12) -#8 reinforcing bars per pile
- The center-to-center spacing of the piles will be generally a minimum of 3-pile diameters in order to avoid reducing the allowable adhesion/friction around the perimeter of each pile.
- A minimum of three (3) piles per pile cap will be required unless the piles are linked with grade beams or a structural slab. Grade beams can be used to connect two piles.
- All production piles will include, as a minimum, a full-length #11, grade 60 steel reinforcing bar, placed and centered within the pile to provide continuous pile load transfer throughout the entire length of the pile. Supplementary reinforcement within the top of the piles for shear, bending movement, or torque capacity, should be provided as necessary for structural reinforcement.
- The approximate pile tip settlement under design loads is estimated to be less than 1-inch total and ½-inch differential.
- A safety factor of 2.5 used in determining the allowable design compression capacities of the pile using static pile analysis software (AllPile ® Version 7, 2007) and modified based on our local load test experiences.
- The design, construction, and installation of the piles will be in accordance with the 2014 Indiana Building Code (and 2012 International Building Code).

Based on our current soil borings and past experience in the project vicinity, the auger cast pile contractor may encounter obstructions due to large gravels zones and/or potential cobbles and boulders. Therefore, the contractor should be prepared with proper equipment, including a rig with a rated torque of at least 50,000 foot-pounds, to aid in drilling past obstructions to the extent practical. The client may also choose to have contingency plans to excavate any shallow obstructions encountered at ACP locations during installation. Contractual provisions should be made to manage abandoned, short and added piles due to the expected obstructions. Any contract criteria with regards to termination of production piles due to slow drilling or auger refusal should be discussed and modified to accommodate slow drilling

through the dense sands and gravel to the required elevations, or obstruction on shallow urban fill debris.

An experienced specialty contractor whose qualifications in regard to experience in work of this type and scope, suitability of equipment, competent personnel, and reputation shall perform installation of auger-cast piles. Furthermore, it is imperative that the pile contractor examines the areas and conditions under which piles are to be installed and notify the Owner's representative in writing of conditions detrimental to the proper and timely completion of the work.

A *Patriot* representative should observe pile installation and provide field documentation of the installed piles. In general the pile installation should follow good construction practices and the minimum requirements of the Indiana Building Code. The project construction plans and specifications should consider, at a minimum, the following:

- 1) The pile grout should have a minimum design compressive strength of 4,000 pounds per square inch (psi) at 28 days. The grout shall be pumped with sufficient pressure as the auger is withdrawn, to fill the hole, prevent wall collapse, and cause lateral penetration of the grout into soft or porous zones of the surrounding soil. Sufficient grout shall be injected to ensure a continuous column of grout of no less than the diameter specified. A sufficient head of grout above the injection point shall be maintained in the hole around the auger at all times during the withdrawal of the auger.
- 2) In addition, we recommend that the auger cast pile contractor utilize the latest instrumentation that permits monitoring accurately, grout pressure and grout volume pumped at every foot depth of pile.
- 3) Full-length reinforcing should be placed within the hollow-stem of the auger prior to initiating the grouting procedure rather than installing the full-length reinforcement immediately following grouting. Installation of the full-length reinforcing within the hollow-stem does assure that the reinforcing extends to the tip of the pile. The procedure also eliminates the potential of soil/grout contamination, which may otherwise develop by installing the longitudinal steel with spacer into the pile after the grout is placed.
- 4) It is recommended that the reinforcing cage within the upper portion of the pile, as may be required, be placed using an eye-hole template or other methods as a guide

over the full-length center bar to properly control the cage alignment during installation. Alternately, it is recommended that the bottom of the longitudinal reinforcing bars be turned in at the bottom if the eyehole template system is not utilized.

Indicator & Pile Load Tests

Prior to the installation of the production piles and the load tests, we recommend that the selected contractor install some (3 to 4) indicator piles across the site to evaluate the capacity of the rig to drill and satisfactorily construct piles to the design depths, and to characterize the variability of the subsurface conditions at the site. One (1) of these indicator piles should be grouted and load tested as described below. *Patriot* should be allowed to select which of the piles is ultimately load tested based on observations and data from the installation process.

The compression and uplift capacities of the auger-cast piles must be verified by performing static field load tests on at least (1) pile in accordance with applicable ASTM D-1143 and ASTM D-3689 or using Osterberg Load tests under the direct supervision of the project geotechnical engineer. Alternatively, a representative number of the piles can be dynamically load tested. In addition, if lateral capacities are critical, we recommend at least one (1) lateral load test in accordance with ASTM D-3966.

The test piles must be installed and tested from the production level (i.e., as applicable, the test site must be excavated to the levels corresponding to the production pile level). The indicator piles and pile load tests are necessary to provide evidence that the Contractor can produce an auger cast pile which can safely support the design loads at the project site and to satisfy the Indiana Building Code. The same contractor installing the load test piles must also install the production piles utilizing the same equipment (auger, grout pump, drive system, etc.) and installation methods. As further confirmation of pile integrity and capacity, a representative number of all piles drilled as selected by the geotechnical representative could be integrity tested by either the sonic echo or the impulse response technique correlated with the static and/or dynamic load tests performed.

For the standard axial compression and tension load tests, a calibrated hydraulic jack with a load cell should be used as close interpretation of the pile load test data will be necessary to assign appropriate capacities for "short" piles. We recommend a load sequence that is taken to twice the design load, unloaded, and reloaded to three times

the design load or failure. The pile load tests should include multiple ways of measuring settlement of the test pile, including minimum three dial gages on the test pile and a dial gage on each reaction pile to verify that the reaction piles are not moving excessively. The test pile should be instrumented with a series of strain gages placed on sister bars at multiple depths with telltales for calculating and assigning pile capacities for short piles.

A *Patriot* representative should monitor the load tests and analyze the test data to determine the allowable pile capacity. The allowable capacity of the auger-cast piles may possibly be increased if the results of the pile load test indicate a significantly higher allowable capacity. If the *Patriot* geotechnical engineer determines that a higher capacity is justified after reviewing the pile load test results, it may be feasible to re-design the foundations using the higher capacity or shallower tip elevation. However, it should also be noted that a pile load test may indicate a lower capacity or deeper tip elevation.

5.3 Slabs-on-Grade

In general, the shallow soils below the topsoil appear suitable for floor slab support based on the conditions and soil types found in the borings. However, it will be important that the subgrade soils are properly prepared to provide a stable and uniform platform. Inplace compactive efforts are described in Section 6.0 of this report.

We recommend that all floor slabs be designed as "floating", that is, fully ground supported and not structurally connected to walls or foundations. This is to minimize the possibility of cracking and displacement of the floor slab because of differential movements between the slab and the foundation. Although the movements are estimated to be within the tolerable limits for the structural safety, such movements could be detrimental to the slabs if they were rigidly connected to the foundations.

Assuming proper subgrade preparation in accordance with this report, a modulus of subgrade reaction, " K_{30} " value of 200-pounds per cubic inch (pci), is recommended for the design of ground supported floor slabs. It should be noted that the " K_{30} " modulus is based on a 30-inch diameter plate load. Adjustments to design may be necessary to accommodate larger are loads.

The building floor slabs should be supported on a minimum 6-inch thick, granular base course, bearing on a suitably prepared subgrade (refer to Section 6.0 Construction Considerations). The granular base course is expected to help distribute loads and equalize moisture conditions beneath the slab. All slabs should be liberally jointed and

designed with the appropriate reinforcement for the anticipated loading conditions.

It is our understanding that some interior wall sections will be supported upon thickened slabs, where the slab will ultimately serve as a continuous footing. In order to minimize the potential for differential settlement under the load of the walls, the thickened slab sections must be prepared similarly to the footing undercuts discussed in Section 5.2.1 and 6.0 of our reports. However, for the thickened slabs the depth of undercutting and backfilling could be reduced to 2feet below the bearing depth.

<u>APPENDIX A</u>

Boring Location Map

Boring Logs



	3	PATR and E	l OT n∨ir	ENGINEERING onmental Inc.	LOG OF BORING B-10							
	Louisv	Fort Way ille, KY Da	ne, Lat yton, (fayette, Bloomington Cincinnati, OH Nashville, TN							(Page 1 of 1)	
	F 50	Proposed Former 0 West Terre	d Vigo Golf (Hone Haute	o County Jail Course Site y Creek Drive e, Indiana	Client Name Project Number Logged By Start Date Drilling Method	it Name : Vigo County Commissioners set Number : 19-0357-02G ged By : T. Govert : Date : 6/26/19 ng Method : HSA					er pling ther ude gitude	: G. Taylor : Splitspoon : Clear, 70°F : 39° 25.597' N : 87° 25.690' W
Depth in Feet	Water Level	nscs	GRAPHIC	Water Levels During Drilling: 33-f After Completion: D DESC	ry RIPTION		Samples	Rec %	SPT Results	qp tsf	w %	REMARKS
0-		SM	Antorectorectorectorectore Antorectorectorectorectore Antorectorectorectorectorectore Antorectorectorectorectore Antorectorectorectorectorectore Antorectorectorectorectorectorectorectorec	Topsoil (8") Dark Brown to Brown, SAND with trace clay	moist, loose SILTY	_ /	1	100	2/3/5			
5-		SC		Brown, moist, very loos with trace small gravel	SE CLAYEY SAND		2	17	2/2/1			
-				Brown, moist, very loos gravel, trace silt	se SAND with some		3	61	1/1/1			
10-		SP-SM					4	100	1/woh/woh			
15-		SP-SM		Brown, moist, medium little gravel, trace silt	dense SAND with a		5	100	6/6/7			
20-				Brown, moist, medium GRAVEL	dense SAND and		6	100	6/7/8			Borehole collapsed at 20-feet after auger removal.
25-		SP					7	100	12/10/15			
19-0357-02/B-10.bor							8	100	7/8/11			
eotech Reports/acegec		SP		Brown, very moist to w SAND with a little grave	et, medium dense el, trace silt		9	100	11/12/12			
эб¦н 6102-							10	100	10/13/11			heaving sand at 38.5-ft.
07-01-	Boring terminated at 40-ft.											

		PATR and E	t IOT n∨ir	engineering onmental Inc.	LOG OF BORING B-11									
_	ouisv	Indianapo Fort Way ille, KY Da	ne, La ne, La ayton, (rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN							(Page 1 of 1)			
	F 50	Proposec Former 0 West Terre	d Vigo Golf (Hone Haute	o County Jail Course Site y Creek Drive e, Indiana	Client Name: Vigo County CommissionersProject Number: 19-0357-02GLogged By: T. GovertStart Date: 6/26/19Drilling Method: HSA					Drille Sam Wea Latite Long	er pling ther ude jitude	: G. Taylor : Splitspoon : Clear, 75°F : 39° 25.587' N : 87° 25.676' W		
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 29.5 After Completion: D DESC	-ft. ^{ry} RIPTION		Samples	Rec %	SPT Results	qp tsf	w %	REMARKS		
0-		SM		Topsoil (7") Dark Brown, moist, loo trace clay & small grav	se SILTY SAND with el	- 1	1	100	2/3/3					
5-		SP		Brown, moist, medium some gravel, trace silt	dense SAND with	L [2 3	100 100	2/2/2 6/6/7					
10-		SP		Brown, moist, medium trace gravel	dense SAND with		4	100	6/9/10					
15-		SP-SM		Brown, moist, medium little gravel, trace silt	dense SAND with a		5	100	6/9/11					
20		SP		Brown, slightly moist, n and GRAVEL	nedium dense SAND		6	100	6/6/7			Borehole collapsed at 19.5-feet after auger removal.		
25-		SW		Brown, moist, medium SAND with a little grave	dense well graded al		7	100	13/13/14					
	•	SP		Grayish Brown, wet, m to coarse grained SAN	edium dense medium D with trace gravel		8	100	9/10/15					
		SP		Grayish Brown, wet, m and GRAVEL	edium dense SAND	 [9	100	10/11/12					
		SP-SM		Grayish Brown, very m SAND with trace small	oist, medium dense gravel & silt		10	100	9/12/15			heaving sand at 38.5-ft.		
17-10-10	40 Boring terminated at 40-ft.													
		PATR and E	t iot in∨ir	ENGINEERING onmental Inc.			LC	CG	OF BOI	RIN	GВ	-12		
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	ouisv	Indianapo Fort Way ille, KY Da	olis, Ter ne, Laf ayton, (rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)		
	F 50	Proposed Former 0 West Terre	d Vigo Golf (Hone Haute	o County Jail Course Site y Creek Drive e, Indiana	Client Name Project Number Logged By Start Date Drilling Method	: Vigo County Commissioners : 19-0357-02G : T. Govert : 6/26/19 : HSA			Drille Sam Wea Latite Long	er pling ther ude gitude	: G. Taylor : Splitspoon : Clear, 78°F : 39° 25.587' N : 87° 25.639' W			
Depth in Feet	Water Level	nscs	GRAPHIC	Water Levels ▲ During Drilling: 24.5 ▲ After Completion: D DESC	-ft. ry RIPTION		Samples	Rec %	SPT Results	qp tsf	w %	REMARKS		
0-		SC		Topsoil (6") Brown, moist, loose CL trace gravel	AYEY SAND with	[1	100	3/3/3					
5-		SM		Brown, moist, very loos trace gravel	se SILTY SAND with	[2	100	1/1/1					
-		SP-SM		Brown, moist, medium trace silt	dense SAND with	[3	100	4/5/6					
10-		SW		Brown, moist, dense w a little gravel	ell graded SAND with		4	100	10/15/19					
15		SP		Brown, slightly moist, n with trace small gravel	nedium dense SAND		5	100	8/8/12					
20-		SW		Brown, slightly moist, c SAND with trace small Grayish Brown, wet, de some gravel, trace silt	lense well graded gravel ense SAND with	 _ 1 [6	100	13/15/18			Borehole collapsed at 17-feet after auger removal.		
25	•	SP-SM				[7	100	8/13/20					
19-0357-02\B-12.bor		SP		Grayish Brown, wet, m to coarse grained SAN	edium dense medium D and GRAVEL		8	100	8/7/6					
otech Reports\acegeo		SP-SM		Grayish Brown, wet, m with a little gravel, trace	edium dense SAND e silt	[9	100	8/12/10					
- 019 H:(Get - 019 H:(Get - 04		GP		Brown, wet, medium de some sand, trace silt	ense GRAVEL with	[10	100	8/10/11			heaving sand at 38.5-ft.		
07-01-2				Boring terminated at 40	D-ft.									

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	F 50	Proposed Former 00 West Terre	d Vigo Golf (Hone Haute	o County Jail Course Site y Creek Drive e, Indiana	Client Name Project Number Logged By Start Date Drilling Method	: Vigo : 19-03 : T. Go : 6/26/ : HSA	Jo County Commissioners [-0357-02G 5 Govert 1 26/19 [SA [Drille Sam Wea Latit Lonç	er pling ther ude gitude	: G. Taylor : Splitspoon : Clear, 78°F : 39° 25.587' N : 87° 25.603' W
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 28-f After Completion: D DESC	t. ry RIPTION		Samples	Rec %	SPT Results	qp tsf	w %	REMARKS
0-		SP-SM		Topsoil (6") Brown, moist, loose SA small gravel (FILL)	ND with trace silt &	_ /	1	100	3/3/3			
5		SM		Dark Brown, moist, loo trace coarse gravel, cla roots	se SILTY SAND with ayey sand & fine		2	100	5/4/5			
		SC		Brown, very moist, loos with trace gravel	Se CLAYEY SAND		3	100	2/2/3			
10-		SM		Brown, very moist, very with trace small gravel	/ loose SILTY SAND		4	100	2/2/2			
		SW-SM		Brown to tan, moist, loo SAND with trace silt &	ose well graded small gravel		5	100	3/3/4			
20-		SW		Tan, slightly moist, der SAND with trace small	ise well graded gravel		6	100	6/12/20			Borehole collapsed at 19-feet after auger removal.
25-	•	SP		Tan, slightly moist, der small gravel	se SAND with trace		7	100	20/21/23			
00/19-0357-02/B-13.bo 00 1 1 1 1 1 1 1 1 1 1		SP-SM		Brown, wet, medium de silt & small gravel	ense SAND with trace		8	100	8/8/9			
sch Reports\acege					9	100	7/8/11					
019 H:/Geote		SP-SM		Grayish Brown, wet, m with a little gravel, trace	edium dense SAND e silt		10	100	9/8/9			heaving sand at 38.5-ft.
07-01-2				Boring terminated at 40)-ft.							

	3	PATR and E	I OT n∨ir	ENGINEERING onmental Inc.			LC)G	OF BOI	RIN	GВ	-14
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	F 50	Proposed Former 0 West I Terre	l Vigo Golf (Hone Haute	o County Jail Course Site y Creek Drive e, Indiana	Client Name Project Number Logged By Start Date Drilling Method	: Vigo : 19-03 : T. Go : 6/26/ : HSA	Count <u>y</u> 357-02 overt 19	/ Com G	missioners	Drille Sam Wea Latit Long	er pling ther ude gitude	: G. Taylor : Splitspoon : Clear, 80°F : 39° 25.568' N : 87° 25.674' W
Depth in	er Level	SS	APHIC	Water Levels During Drilling: 29-f After Completion: D	t. ry		nples	Rec ∞	SPT	qp	W %	REMARKS
Feet	Wat	nsc	GR/	DESC	RIPTION		San	70	Results	131	70	
		SC		Topsoil (4") Brown, moist, loose to SAND with trace to a li	very loose CLAYEY ttle gravel	_ /	1	100	3/3/2			
5-							2	100	2/1/2			
				Light Brown, moist, me with a little gravel, trace	dium dense SAND e silt		3	100	8/7/8			
10-		SP					4	100	6/8/9			
15		SP		Brown, moist, dense S gravel, trace silt	AND with some		5	100	12/16/16			
20-		SP		Brown, moist, medium coarse grained SAND	dense medium to with trace gravel		6	100	8/10/11			Borehole collapsed at 21-feet after
25-		SP		Brown, moist, medium some gravel	dense SAND with		7	100	12/14/13			auger removal.
9-035/-02/B-14.bor	•	SP-SM		Grayish Brown, wet, m and GRAVEL with trac	edium dense SAND e silt		8	100	7/8/10			
		0.00					9	100	6/8/8			
		GP		Grayish Brown, wet, m GRAVEL with some sa	edium dense nd, trace silt		10	100	9/10/9			heaving sand at 38.5-ft.
0/-01-2				Boring terminated at 40	D-ft.							

		PATR and E	l OT n∨ir	ENGINEERING onmental Inc. rre Haute, Evansville,			LC)G	OF BOI	RIN	GΒ	-15
— ,	Louisv	Fort Way ille, KY Da	ne, Lat ayton, (fayette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)
	F 50	Proposed Former 0 West Terre	d Vigo Golf (Hone Haute	o County Jail Course Site y Creek Drive e, Indiana	Client Name Project Number Logged By Start Date Drilling Method	: Vigo C : 19-035 : T. Gov : 6/26/19 : HSA	ounty 7-02 rert 9	/ Com G	missioners	Drille Sam Wea Latite Long	er pling ther ude itude	: G. Taylor : Splitspoon : Clear, 84°F : 39° 25.568' N : 87° 25.639' W
Depth in Feet	Water Level	USCS	GRAPHIC	Water Levels During Drilling: 29-f After Completion: D DESC	t. ry RIPTION		Samples	Rec %	SPT Results	qp tsf	W %	REMARKS
0-		SC		Topsoil (4") Dark Brown, moist, me CLAYEY SAND with tra	dium dense SILTY ace small gravel	[1	100	5/7/7			
5-		SM		Dark Brown, moist, loo trace clay & small grav	se SILTY SAND with el	[100	4/4/4			
				Dark Brown, moist, ver with trace clay	y loose SILTY SAND	[3	100	2/2/1			
10-		SM				[4	100	1/1/1			
15-		SM		Brown, moist, very loos trace gravel	SE SILTY SAND with		5	100	2/2/1			
20-		SP		Light Brown, moist, me with some gravel	dium dense SAND		6	100	9/7/9			Borehole collapsed at 20-feet after auger removal.
25-		SP-SM		Brown, moist, medium some gravel, trace silt	dense SAND with		7	100	8/9/9			
(19-0357-02/B-15.bor		SP		Brown, wet, medium d GRAVEL with trace silt	ense SAND and		8	17	8/9/11			
ports/acegeo/		SP-SM		Brown, wet, medium de little silt, trace small gra	ense SAND with a avel	[9	100	7/9/9			
19 H:\Geotech Re		SP-SM		Brown, very moist, mea with a little gravel, trace	dium dense SAND e silt		10	17	9/11/14			heaving sand at 38.5-ft.
40-				Boring terminated at 40	D-ft.		1					

		PATR and E	IOT n∨ir	ENGINEERING onmental Inc.			LC)G	OF BOI	RIN	GВ	-16
μ.	.ouisv	Indianapo Fort Way ille, KY Da	lis, Te ne, Lat iyton, (rre Haute, Evansville, fayette, Bloomington Cincinnati, OH Nashville, TN								(Page 1 of 1)
	F 50	Proposec Former 0 West I Terre	d Vigo Golf (Hone Haute	o County Jail Course Site y Creek Drive e, Indiana	Client Name Project Number Logged By Start Date Drilling Method	Xient Name : Vigo County Commissioners Project Number : 19-0357-02G .ogged By : T. Govert Start Date : 6/26/19 Drilling Method : HSA			Drille Sam Wea Latit Long	er pling ther ude gitude	: G. Taylor : Splitspoon : Clear, 86°F : 39° 25.568' N : 87° 25.603' W	
Depth in Feet	Water Level	NSCS	GRAPHIC	Water Levels During Drilling: 28-f After Completion: D DESC	t. ry RIPTION		Samples	Rec %	SPT Results	qp tsf	w %	REMARKS
0_	-	SC		Topsoil (8") Brown, moist, very loos with trace gravel	Se CLAYEY SAND	-1	1	11	2/2/2			
5				Brown, moist, very loos SAND with trace silt &	se to medium dense small gravel	[2	100	1/2/1			
						[3	100	1/2/2			
10		SP-SM				[4	100	2/3/4			
15						[5	100	6/7/9			
20-		CW/ CM		Brown, moist, medium graded SAND with trac gravel & silt	dense to dense well e to some small		6	100	9/11/10			Borehole collapsed at 19-feet after auger removal.
25		300-300				[7	100	23/23/20			
30-1-9/20-/05/04	•	SP-SM		Grayish Brown, wet, m with trace gravel & silt	edium dense SAND		8	100	7/8/10			
lecn Keportstacegeori 5 5 1 1 1 1 1 1 1		SP-SM		Grayish Brown, wet, m to coarse grained SAN	 edium dense medium D with trace silt		9	100	9/11/11			
		SP-SM		Grayish Brown, wet, m medium grained SAND	edium dense fine to with a little silt		10	100	8/10/9			heaving sand at 38.5-ft.
				Boring terminated at 40)-ft.							

SECTION 00 42 00 SUPPLEMENTARY BID FORM

FOR (PROJECT):		Vigo County Security Center 500 West Honey Creek Driv	e, Terre Haute, IN 47802
TO (OWNER):		Vigo County Commissioners 127 Oak Street, Terre Haute	s e, IN 47802
BY (CONTRACTO	R):		
(COMPANY	(NAME:	
	ADDRESS:		
(CONCTAC	T PERSON:	
I	MOBILE P	HONE:	
I	EMAIL:	-	
Pursuant to notion Documents prep	ces given, bared by D	the undersigned proposes t LZ Indiana, LLC 157 East Ma	o complete the Work of the Project according to Bidding ryland Street, Indianapolis, IN 46204 for the sum of

BID PACKAGE #:		BID PACKAGE DESCRIPTION			
BASE BID:			\$		
	(amount in wo	ords)			
COMBINATION BID PAC	CKAGES #:				
COMBINATION BASE BID:			\$		
	(amount in wo	ords)			

This bid shall be valid for ninety (90) days

ALTERNATE BIDS:

The undersigned also proposes to furnish or to omit all labor and materials necessary to complete work as required by the "Alternate Bids", as provided in the Drawings and Specifications as follows:

Alternate No. 1 – SITE FENCING

Add \$

Alternate No. 2 – PERIMETER DRIVE

	Add/Deduct	\$
Alternate No. 3 – SITE SCREEN WALL		
	Add/Deduct	\$
Alternate No. 4 – SALLYPORT BAYS		
	Add/Deduct	\$
Alternate No. 5 – SQUARE D ELECTRICAL PANELS		
	Add/Deduct	\$
Alternate No 6 – HONEYWELL FIRE ALARM SYSTEM		
	Add/Deduct	\$
NAMES AND EXPERIENCE:		
List names of the following and the years of experience in work Project:	comparable to	the size and scope of Work of this
Job Superintendent:		
Years of Experience:		
ADDENDA:		
The Undersigned acknowledges receipt of the following Addenomentioned in such Addenda:	da and agrees t	hat this proposal includes all items
No		
COMPLETION OF WORK:		
The undersigned guarantees, if awarded the Contract, to compl in the Project Manual, or earlier date established by the Constru-	lete the Work n uction Manage	ot later than the dates established r's Schedule.
BIDDER'S SIGNATURE:		

	day of	201	
(Individual)			
N TESTIMONY WHEREO	F, the Bidder (a firm) has he	ereunto set his hand this	
	day of	201	
Firm Name:			
By:			
By: N TESTIMONY WHEREO Secretary and affixed its	F, the Bidder (a Corporation Corporate seal this	n) has caused this proposal to be signed by	y its President and
By: N TESTIMONY WHEREO Secretary and affixed its	F, the Bidder (a Corporation Corporate seal this day of	n) has caused this proposal to be signed by 201	y its President and
By: N TESTIMONY WHEREO Secretary and affixed its Firm Name:	F, the Bidder (a Corporation Corporate seal this day of	n) has caused this proposal to be signed by 201	y its President and
By: N TESTIMONY WHEREO Secretary and affixed its Firm Name: President:	F, the Bidder (a Corporation Corporate seal this day of	n) has caused this proposal to be signed by 201	y its President and
By: N TESTIMONY WHEREO Secretary and affixed its Firm Name: President: Secretary:	F, the Bidder (a Corporation Corporate seal this day of	n) has caused this proposal to be signed by 201	y its President and
By: N TESTIMONY WHEREO Secretary and affixed its Firm Name: President: Secretary:	F, the Bidder (a Corporation Corporate seal this day of	n) has caused this proposal to be signed by 201	y its President and
By: N TESTIMONY WHEREO Secretary and affixed its Firm Name: President: Secretary: DATH AND AFFIRMATION affirm under the penalt my knowledge and belie	F, the Bidder (a Corporation Corporate seal this day of 	n) has caused this proposal to be signed by 201 going facts and information are true and c	y its President and
By: N TESTIMONY WHEREO Secretary and affixed its Firm Name: President: Secretary: DATH AND AFFIRMATIO affirm under the penalt my knowledge and belie Subscribed and sworn t	F, the Bidder (a Corporation Corporate seal this day of 	n) has caused this proposal to be signed by 201	y its President and

Notary Public

SECTION 004300 - STANDARD FORMS

PART 1 - GENERAL

S

- 1.1 GENERAL INFORMATION
 - A. The purpose of this Section is to identify some of the forms that will be used in conjunction with the administration of this Project.
- 1.2 BIDDING FORMS: The following forms must be submitted with the Contractor's Bid. Failure to furnish any one of the forms can be cause for the rejection of the Contractor's Bid.
 - A. Bid Form provided in Section 004200 Bid Form
 - B. Indiana Contractor's Bid for Public Work Form 96 (2013) provided in Section 004519
 - 1. Contractor's Financial Statement
 - 2. Non-Collusion Affidavit
 - C. Bid Security per Sections 001100 Notice to Bidders and 002113 Instructions to Bidders
 - D. MBE, WBE, VBE Contractor and Supplier Participation List per Section 004339 -M/W/VBE Participation List
 - E. Bidders Certification of Authorization Employment per Section 004510 Bidders Certification of Authorization Employment
 - F. Certification of Non-Investment in Iran per Section 004520 Certification of Non-Investment in Iran
- 1.3 CONTRACT FORMS: The following forms must be submitted and approved by the Construction Manager prior to acceptance and execution of the Standard Form of Agreement.
 - A. Contractor, material, manufacturer list per Section 004350 Subcontractors and Product List
 - B. Performance and Payment Bond per Section 006113 Performance Bond and Payment Bond.
 - C. Certificate of Insurance per Section 006216 Insurance Requirements.

- 1.4 ADMINISTRATIVE FORMS: Forms for monthly pay requests and the final pay request shall be acquired after the award of the Contract, by the Contractor.
 - A. Submittal Transmittal Record (see Section 013300)
 - B. Look Ahead Schedule (see Section 013200)
 - C. Receipt For Extra Stock (see Section 017700)
 - D. Verification of Owner Training (see Section 017700)

PART 2 – NOT USED

PART 3 – NOT USED

SECTION 004313 - BID SECURITY

PART 1 - GENERAL

1.1 GENERAL INFORMATION

- A. The Bid Security for this Project is the "Construction Management Edition, Bid Bond of the Contract for Construction", AIA Document A310, 2010 Edition, a copy of which is bound hereinafter.
- B. Bid Security in the amount of ten percent (10%) of the Bid must accompany each Bid in accordance with Section 001100 Notice to Bidders.

PART 2 - NOT USED

PART 3 - EXECUTION

- 3.1 BID SECURITY
 - A. The amount of Bid Security required, and the type acceptable, is defined in Section 001000 - Notice to Bidders. The Surety for Bid Security shall be one complying with the requirements of Section 002113 - Instructions to Bidders.
 - B. Bid security of the two (2) apparent low Bidders may be held by the Construction Manager, following the bid opening, for not more than the maximum number of days stipulated in the Notice to Bidders, unless the Construction Manager and Bidders agree otherwise; except that in the event a Bidder has been awarded the Subcontract and has failed to execute same or furnish proper performance and payment bonds, then the bid security of such Bidder will be subject to forfeit, and the next responsive Bidder, if tendered the Subcontract, will be subject to the same provisions as hereinbefore set forth. Should the award fall to the third responsive Bidder because of default of the previous two Bidders, the same condition will apply to the third Bidder as hereinbefore set forth.
 - C. The bid security of Bidders other than the two (2) responsible low Bidders for each category, may be returned within ten (10) days after the opening of bids, at the Construction Manager's option.
 - D. The bid security of the two (2) responsible low Bidders will be returned within ten (10) days after the Form of Agreement has been executed, upon request.

- E. If the Construction Manager should decide to reject all bids, the bid securities will be returned within seventy-two (72) hours following that decision.
- F. Bid security is subject to forfeiture if a bid is withdrawn during the time period bids are to be held.
- G. The two (2) low responsible Bidders will be required to submit a complete list of Contractors, material suppliers, and products on Section 004350 – Subcontractors and Products List, to the Construction Manager within two (2) working days (48 hours), after being notified by the Construction Manager. Failure to submit this information within the required time may be considered as grounds for rejection of the bid.
- H. Manufacturers approved by addenda may be written in appropriate location.
- If Bidder awarded the Subcontract fails to indicate a specific product or manufacturer or lists multiple products and manufacturers for the same product, that Bidder (Contractor) shall provide the first listed product and manufacturer in the specification section.

SECTION 004325 – BID PERIOD SUBSTITUTION REQUEST FORM

то	:
Pro	ject:
We abo	e hereby submit for your consideration the following product instead of the specified item for the ove project: <u>Section Paragraph Specified Item</u>
Pro Sul	posed ostitution:
Att	ach complete technical data including laboratory tests if applicable.
Inc rec	lude complete information changes to Drawings and/or Specifications which proposed substitution Juire for proper installation.
Fill	in Blanks Below, use additional sheets if necessary:
A.	Does the substitution affect dimensions shown on Drawings?
В.	Will the undersigned pay for changes to building design, including engineering and detailing costs caused by substitution, if any?
C.	What effect does substitution have on other trades?
D.	Differences between proposed substitution and specified item?
E.	Manufacturer's guarantees of proposed and specified items are:
	SameDifferent (explain on attachment)

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

Submitted by:

		For Use by Design Co	onsultant
Signature			
		Accepted	Accepted as Noted
Printed Name			
Company:	_	Not Accepted	Received too Late
Address:	_	Ву:	
	_	Date:	
Telephone:	_	Remarks:	

SECTION 004339 M/W/VBE PARTICIPATION LIST

1.1 DESCRIPTION

- A. Bidders in each Bid Category shall furnish the following MBE/WBE/VBE Participation List with the Bid Form.
- B. Minority owned Business Enterprise (MBE), Women owned Business Enterprise (WBE) and Veteran owned Business Enterprise (VBE) participation shall be defined per Specification Section 001030 Economic Inclusion.
- 1.2 INSTRUCTIONS FOR M/W/VBE LIST
 - A. Each Bidder shall submit a copy of their list of M/W/VBE subcontractors and suppliers for their scope of Work.
 - B. The list shall be submitted on form provided and shall be completely executed. Terminology such as "To Be Determined" not be accepted.
 - C. The Owner, Construction Manager and Architect/Engineer reserve the rights to reject any M/W/VBE subcontractor or supplier who, in their opinion, do not meet the requirements of Drawings, Specifications or job conditions.

VIGO COUNTY SECURITY CENTER

1.3 MBE/WBE/VBE PARTICIPATION LIST OF SUBCONTRACTORS AND SUPPLIERS

Bid Category:	Date:		
Name of Prime Bidder:			
Circle if the Prime Bidder is an MBE, WBE and/or VBE:	MBE	WBE	VBE

The undersigned hereby submits the following M/W/VBE Subcontractors and Suppliers List which becomes a part of the undersigned Contract proposal. M/W/VBE subcontractor purchased material, equipment, and labor shall be under the direct management and control of the Contractor/Bidder. If a dual listing of subcontractors or suppliers is herein made, it is understood the Construction Manager (not the Contractor/Bidder) will select the subcontractor or supplier of their choice.

Subcontractor's Name and Scope of Work	Circle all Certifications That Apply		Payable Amount to Subcontractor	Percentage of Total Bid Amount	
	MBE	WBE	VBE	\$	%
	MBE	WBE	VBE	\$	%
	MBE	WBE	VBE	\$	%
	MBE	WBE	VBE	\$	%
	MBE	WBE	VBE	\$	%
	MBE	WBE	VBE	\$	%
	MBE	WBE	VBE	\$	%
	MBE	WBE	VBE	\$	%

If no MBE, WBE or VBE subcontractors or suppliers are listed above, please indicate reason(s) why:

- Unable to locate any M/W/VBE companies associated with this Bid Category Scope of Work.
- □ Unable to secure competitive pricing from any M/W/VBEs. List M/W/VBE companies that Prime Bidder solicited for this project:______

Other reasons, please describe:_____

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

PART 2 – NOT USED

PART 3 – NOT USED

VIGO COUNTY SECURITY CENTER

SECTION 004350 - SUBCONTRACTORS AND PRODUCTS LIST

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The two (2) low responsive Bidders in each Bid Category shall furnish electronically, the following Subcontractors and Products List to the Construction Manager within two (2) working days (48 hrs.) of bid opening, unless submitted with Bid. The blanks appropriate to the Bid Category(ies) on which they bid shall be completed.
 - 1. The Owner, Architect/Engineer, and Construction Manager shall have the right to select any material or equipment named in the Specifications for any particular item where the Bidder either fails to list same or lists more than one name for the item in question.
 - 2. It is intended that this list will show the manufacturer and supplier of major items of work that will be subcontracted and to whom.

1.2 INSTRUCTIONS FOR SUBCONTRACTORS AND PRODUCTS LISTS

- A. Each Bidder shall submit a copy of their list of subcontractors and manufacturers of products and equipment proposed for work indicated as required above.
- B. The list shall be submitted on forms provided and shall be completely executed. "As Specified" or "With Equipment" type of terminology will not be accepted.
- C. Under "Subcontractor", insert the name of the firm which the Bidder proposes to have perform the respective work. If work will be done by the Bidder and no subcontract will be awarded, state "By Own Forces".
- D. Submission does not constitute acceptance for use of listed manufacturers' products. Materials and subcontractors are subject to the provisions of the General Conditions and "Standard of Product Acceptability" and must be formally reviewed and adjudged acceptable by the Construction Manager and Architect/Engineer.
- E. Construction Manager, Architect/Engineer, and Owner reserves the right to reject submissions of materials, work, or subcontractors that do not, in their opinion, meet the requirements of Drawings, Specifications or job conditions.
- F. Materials and subcontractors used for work on the Project shall be in accordance with accepted material list.

- 1. The list is intended to assure use of materials and vendors acceptably equivalent to those specified and is not a substitution sheet or complete listing of required materials or services.
- 2. Substitutions for listed items will not be allowed, except when termed acceptable, in writing by the Construction Manager and Architect/Engineer, provided that substitution will result in a cost savings to the Owner, determined by the Owner to be a better product, or is made necessary due to unavailability of listed item. Unavailability shall be confirmed in writing by manufacturer named on accepted list.

1.3 SUBCONTRACTORS AND PRODUCTS LIST

BID CATEGORY NO.

(Insert Category No. and Name)

NAME OF BIDDER

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

Section	Description	Subcontractor	Manufacturer

Name of Bidde	r:		Date:
Address:			
City/State/Zip:			
Telephone:			
Ву:			

PART 2 – NOT USED

PART 3 – NOT USED

SECTION 004510 - BIDDER'S CERTIFICATION OF AUTHORIZED EMPLOYMENT

In accordance with Indiana Code 22-5-1. 7 as amended, each Contractor in any tier of a public works project shall not knowingly employ unauthorized aliens. Every contractor shall enroll in and verify the work eligibility status of all employees hired after June 30, 2015 using the U.S. Citizenship and Immigration Services (USCIS) E-Verify program as defined in IC §22-5-1.7-3, unless the E-Verify program no longer exists.

The Prime Contractor shall require their Contractors who perform work under this Contract to certify to the Prime Contractor that the Contractor does not knowingly employ or contract with an unauthorized alien and that the Contractor has enrolled and is participating in the E-Verify program. The Prime Contractor agrees to maintain this certification throughout the duration of the term of a contract with a Contractor. The Prime Contractor and its Contractors at all levels must comply with all provisions of the statute or the Contract is subject to cancellation.

I hereby certify that I have read and understand the "Contractor's Certification of Authorized Employment" provision of the Contract Documents and that the undersigned, the proposed and the actual sub-contractors at all tiers shall comply with the provisions of the Statute on behalf of and as authorized by the Bidder. I affirm and depose that the Bidder and our Contractors shall not knowingly employ unauthorized aliens.

(Bidder - Please print full name of your proprietorship, partnership, or corporation)

(Signature of Authorized Officer or Agent)

(Printed Name and Title of Authorized Officer or Agent)

(Date)

SECTION 004519 – INDIANA FORM 96

PART 1 - GENERAL

- 1.1 RELATED DOCUMENTS
 - A. A copy of the six (6) page Contractor's Bid for Public Work Form 96 (Revised 2013) is enclosed hereafter. This form should be included with the Bid Form.

PART 2 – NOT USED

PART 3 – NOT USED



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):
F	Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete
the public	works project of
(Governn	nental 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:		
(For projects of	PART II \$150,000 or more – IC 36-1-12-	-4)
Governmental Unit:		
Bidder (Firm)		
Date (month, day, year):		
These statements to be submitted ur	nder oath by each bidder with and a	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
· · · · ·			
	en		
	<u> </u>		

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

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

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

3. If you intend to sublet any portion of the work, state the name and 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.

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.

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.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'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	7
-		(Name of Organization)	
E	}y		
-		(Title of Person Signing)	
	ACKNOWLED	GEMENT	
STATE OF)			
COUNTY OF)	35		
Before me, a Notary Public, personally ap	peared the above-	-named	and
swore that the statements contained in th	e foregoing docum	ent are true and correct.	
Subscribed and sworn to before me this _	day	[,] of,,	·
	_	Notary Public	
My Commission Expires:			
County of Residence:			

sss (tor)

SECTION 004520 - CERTIFICATION OF NON-INVESTMENT IN IRAN

The Undersigned certifies pursuant to Indiana Code 5-22-16.5, et seq., that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry. The Undersigned understands that providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

I hereby affirm under the penalties for perjury that the facts and information contained in the foregoing are true and correct.

Dated at	this	day of,	
		(Name of Organization)	
Bv			
, <u> </u>		(Signature of Authorized Of	fficer or Agent)
	(F	Printed Name and Title of Authorized Of	fficer or Agent)
	ACKNOW	LEDGEMENT	
STATE OF)		
COUNTY OF)ss)		
Before me, a Notary Public, perso	nally appeared th	ne above-named	and
swore that the statements contai	ned in the foregoi	ing document are true and correct.	
Subscribed and sworn to before n	ne this	_day of,	
		Notary Public	
My Commission Expires:			
County of Residence:			
END OF SECTION 004520			

SECTION 00 49 00 – RESPONSIBLE BIDDER ORDINANCE

1.1 SUMMARY

A. All bidders must comply with the Vigo County Responsible Bidder Ordinance. This ordinance can be referenced in specification section 00 49 00A Responsible Bidder Ordinance Attachment.

BOARD OF COMMISSIONERS OF VIGO COUNTY

ORDINANCE NO. 2-40.8

RESPONSIBLE BIDDER ORDINANCE

WHEREAS, Vigo County expends substantial funds for public works construction and maintenance, a portion of that money being derived from taxes paid by residents;

WHEREAS, Vigo County seeks to preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded County contracts;

WHEREAS, Vigo County endeavors to identify the lowest responsible bidder on all County contracts;

WHEREAS, Vigo County is entitled to state the specific requirements of County contracts and to establish criteria bidders must satisfy to be considered for County contracts;

WHEREAS, the "Vigo County Responsible Bidder Ordinance" will assure efficient use of taxpayer dollars and will promote public safety.

NOW THEREFORE, BE IT HEREBY ORDAINED by the Board of Vigo County Commissioners of Vigo County, Indiana, that:

Sec. Purpose.

The Responsible Bidder Ordinance shall serve to define the term "responsible" as used in Indiana Code § 36-1-12-4, regarding competitive bidding.

Sec.____ Applicability.

This Article of the Vigo County Code shall apply when:

- a. The County is seeking a contract or service to perform county work. County work, in this context, means the construction, reconstruction, alteration, or renovation of a County building, or other structure that is paid for out of a county fund or out of a special assessment. The term includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain, or other improvement that is paid for our of a county fund or out of a special assessment. The term also includes any county work leased by Vigo County under a lease containing an option to purchase; and
- b. The cost of the contract or service will be at least one-hundred fifty thousand dollars (\$150,000).

Sec. Criteria.

A "responsible bidder: shall: meet all the bid and contract specifications, and shall:

- a. Affirm compliance with all applicable laws pre-requisite to doing business in Indiana;
- b. Produce evidence of a federal employer taxpayer identification number or social security number (for sole proprietors);
- c. Conform compliance with Section 2000(e) of Chapter 21, Title 42 of the United State Code and Federal Executive Order No. 11375 (known as the Equal Opportunity Employer Provision);
- d. Confirm that bidder shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, or national origin and that the bidder shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Further, bidders shall confirm compliance with any goals or affirmative action requirements, including implementation of an affirmative action plan, if and when such requirements are adopted by the County.
- e. Provide the County with certificates of insurance indicating the following coverage, when such is required in the bid or contract specifications, and in amounts stated in the bid specifications or contract:
 - 1. General liability;
 - 2. Worker's compensation;
 - 3. Completed operations;
 - 4. Automobile;
 - 5. Hazardous occupation;
 - 6. Product liability;
 - 7. Professional liability;
 - 8. Pollution liability;
 - 9. Asbestos abatement liability;
 - 10. Property insurance; and
 - 11. Any additional insurance required by the bid specifications or contract;
- f. Affirm, where worker's compensation insurance is required under the bid specifications, that all employees are (1) covered under a current worker's compensation insurance policy and (2) property classified under such policy; and also, where worker's compensation insurance is required under the bid specification, submit a copy of the "Declarations Page(s)" of the contractor's worker's compensation insurance policy if the contractor is insured with a carrier, and any continuation of the worker's compensation insurance Declarations Page(s) which includes the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated renumeration per class code; and, upon the County's request, submit a copy of any

worker's compensation insurance annual premium audit documents and (3) provide to the Board of Commissioners, on formal request from the Board of Commissioners a copy of the "declarations pages" of the contractor's workers compensation insurance policy which includes the name and addresses of the insured, as well as the class codes the compensation premium is based.

- g. Indicate compliance with Indiana Code § 5-16-7 *et seq.*, the Indiana Common Construction Wage Act;
- h. Submit proof of any professional or trade license required by law for any trade or specialty area in which a bidder is seeking a contract award; and disclose any suspension or revocation within the previous five (5) years of any professional trade license held by the company, or of any director, officer, or manager employed by bidder;
- i. At the time of submitting the bid, disclose the name and address of each subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the project, and disclose the amount of each subcontractor's bid to the general contractor; each subcontractor who will perform work valued in excess of the threshold set forth in Section ______ of this Article shall be required to adhere to the submission requirements set forth herein as though it were bidding directly to Vigo County, and must file the appropriate required documents at least five (5) days prior to commencement of work by the subcontractor;
- j. Upon bid opening by the Board of Commissioners, the bid recipient shall supply the following information relative to subcontractors:
 - 1. Business name and address;
 - 2. Type of work to be performed and bids submitted; and
 - 3. Statement of acknowledgment that subcontractor will comply with all applicable federal, state and local laws.
- k. State that individuals who will perform work on the county project on behalf of the contractor are properly classified as either (1) an employee or (2) an independent contractor under all applicable state and federal laws and local ordinances;
- 1. Provide information as to the substance abuse policy that pertains to all of the bidder's employees working on the project; and
- m. Confirms that all apprentices to be used on the project are registered with an apprenticeship and training program approved and registered with the United States Department of Labor, Bureau of Apprenticeship and Training (or any state or federal successor agency).

Sec. ____ Certified Payroll.

All contractors and subcontractors are required to submit to the awarding agency, and General Contractor if applicable, an approved and detailed certified payroll on a weekly basis, unless different payroll reporting requirements are stated under the bid specifications or contract.

Sec. ____ Additional Criteria.

The County may also request evidence of and/or consider the following factors when identifying responsible bidders for the purpose of awarding contracts under this Article:

- a. The ability, capacity, and skill of the bidder to perform the contract;
- b. The capacity of the bidder to perform the contract promptly and effiently, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, and experience of the bidder;
- d. The quality of the bidder's past performance, including performance of previous contracts, whether or not such performance was with the County;
- e. The bidder's default under previous contracts, whether or not such contract was with the County;
- f. The bidder's failure to pay or satisfactorily settle bills due on former contracts, whether or not such contract was with the County;
- g. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
- h. The financial ability of the bidder to perform the contract;
- i. A statement regarding and/or disclosure of:
 - 1. Any determination by a court or government agency for violations of federal, state or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), Common Construction Wage Law, or the federal Davis-Bacon Act;
 - 2. Any findings of "non-responsibility" by federal, state, or local departments;
- j. Any additional factors the County determines relevant for the contract.

Sec.____ Lowest Bidder Not Chosen.
When a contract is awarded to a bidder other than the lowest bidder, a statement of the reasons for such award shall be prepared by the County Commissioners or entity awarding the contract.

Sec.____ Multiple Low Bids.

When two (2) or more responsible bidders submit the same low bid, the contract shall be granted to the bidder whose headquarters are geographically closest to Vigo County's corporation boundary; but if both low bidders are headquartered within Vigo County's corporation boundary, then the winning bid shall be determined by drawing lots in public at a meeting of the Board of Commissioners.

Sec.____ Access to Public Records Act.

Law.

All requests made by the public for submissions tendered under this Article by a contractor or sub-contractor shall be public record subject to disclosure pursuant to Indiana Code § 5-14-3-1 *et seq.*, the Indiana Access to Public Records Law.

Section 2.	All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.
Section 3.	If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
Section 4.	This ordinance shall be in full force and effect from and after its passage by the Vigo County Board of Commissioners and upon publication pursuant to Indiana

ALL OF WHICH IS ORDAINED by the Board of Commissioners of Vigo County, Indiana, this Also day of September , 2010.

BOARD OF COMMISSIONERS OF VIGO COUNTY

ď Ch. udith A. Anderson

an Paul Mason

Mike Ciolli

ATTEST: Jinoth m Seprode Tim Seprodi, Auditor

September 6, 2016

Commissioners' Conference Room

Vigo County Annex

Terre Haute, Indiana

Roll Call:

Present: Judy Anderson, Brad Anderson, Jon Marvel

Others Present: County Attorney Mike Wright, County Auditor Timothy Seprodi, Robert Bogue, John Kraft, Kevin Gardener, Kathy Kinney, Dan Bennett, Bill Watson, Steve Barnhart, Howard Greninger, Jeremy Snowden, J.D. Kesler, Bruce Allen, Tammy York-Allen, Jim Bramble, Mike Wright Ciolli.

Responsible Bidder Ordinance. County Attorney Mike Wright presented the Vigo County Responsible Bidder Ordinance – Replacement of Vigo County Code 2-40.8. The change states that evidence of participation in apprenticeship and training programs be required along with copies of all certificates or standards for training. Commissioner Brad Anderson asked if this will now mirror the City of Terre Haute's Ordinance. Mr. Wright stated that it would. Commissioner Jon Marvel asked if the ordinance contains a section on gender. Mr. Wright said that gender is addressed in Sec. 3 Criteria, subsection d. . **Motion:** , **Action:** Approve, **Moved by:** Jon Marvel, **Seconded by:** Brad Anderson, **Passed:** all ayes.

Expenditures. County Auditor Timothy Seprodi presented the Board with expenditures 08/27/2016 to 09/2/2016 in the amount of \$1,029,683.65. **Motion:** , **Action:** Approve, **Moved by:** Brad Anderson , **Seconded by:** Jon Marvel Marvel, **Passed:** all ayes.

Comments from Public/Elected Officials.

J.D Kesler of Vigo County Emergency Management stated that Serve Pro will be out next week for roof. Commissioner Brad Anderson asked to be contacted when that happens.

Mr. Robert Bogue continued stating his concerns regarding JD Kesler, employee of Vigo County Emergency Management.

Inderson

Judith A. Anderson, President

Brad Anderson, Secretary

Jon Marvel, Member

Timothy M/ Seprodi, Auditor

VIGO COUNTY RESPONSIBLE BIDDER ORDINANCE - REPLACEMENT OF VIGO COUNTY CODE 2-40.8

COMES NOW THE VIGO COUNTY BOARD OF COMMISSIONERS, UNDER AUTHORTIY OF INDIANA CODE 36-1-3-1, ET SEQ, AND HEREBY ORDAINS:

Sec. 1. Legislative findings; declaration of necessity.

WHEREAS, Indiana Code Sections 36-1-3-1 et seq. permit any County in the state of Indiana to exercise any power or perform any function necessary to the public interest in the context of its County or internal affairs, which is not prohibited by the Constitution of the United States or of the State of Indiana, or denied or preempted by any other law, or is not expressly granted by any other law to another governmental entity; and

WHEREAS, Vigo County government expends substantial municipal funds for public construction projects; a portion of that money being derived from taxes paid by county residents; it is in the public interest, health, welfare and safety to let all public construction projects to the lowest, responsive, responsible bidder;

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Vigo County, Indiana as follows:

The Responsible Bidder Ordinance shall serve to define the term "responsive and responsible" as used in Indiana Code § 36-1-12-4, regarding competitive bidding.

Sec. 2 Applicability.

This Ordinance shall apply when: 7-26

a. The County is seeking a contract or service to perform public work. Public work, in this context, means the construction, reconstruction, alteration, or renovation of a public building, or other structure that is paid for out of a public fund or out of a special assessment. The term includes the construction, alteration, or repair of a highway, street, alley, bridge, sewer, drain, or other improvement that is paid for out of a public fund or out of a special assessment. The term also includes any public work leased by the County under a lease containing an option to purchase; and

b. The cost of the contract or service will be at least one-hundred fifty thousand dollars (\$150,000).

Sec. 3 Criteria.

A "responsive and responsible bidder" shall meet all the bid and contract specifications, and shall:

a. Affirm compliance with all applicable laws pre-requisite to doing business in Indiana;

b. Produce evidence of a federal employer taxpayer identification number or social security number (for sole proprietors);

c. Confirm that bidder shall not discriminate against an employee or applicant for employment because of race, color, religion, sex, national origin, gender identity, sexual orientation or disability and that the bidder shall ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin, gender identity, sexual orientation or disability.

d. Confirm that bidder has not been found in violation of any federal, state or local law, ordinance or regulation with regard to an employee or applicant for employment because of race, color, religion, sex, national origin, gender identity, sexual orientation or disability within the last three (3) years.

e. Provide the County with certificates of insurance indicating the coverage, when such is required in the bid or contract specifications.

f. Affirm, where worker's compensation insurance is required under the bid specifications, that all employees are (1) covered under a current worker's compensation insurance policy and (2) properly classified under such policy; and also, where worker's compensation insurance is required under the bid specification, submit a copy of the "declarations page(s)" of the contractor's worker's compensation insurance policy if the contractor is insured with a carrier, and any continuation of the worker's compensation insurance "declarations page(s)" which includes the name and address of the insured, as well as the class codes the compensation premium is based on and the total estimated remuneration per class code; and, upon the County's request, submit a copy of any worker's compensation insurance annual premium audit documents.

g. Indicate whether the bidder has been found in violation of any Indiana or federal laws regarding wage rates and wage payments including, but not limited to, the federal Davis-Bacon Act, by the U.S. Department of Labor, the Indiana Department of Labor, an Indiana State Court or a U.S. District Court within the three (3) years preceding the submission of its bid on the public works project;

h. Submit proof of any professional or trade license required by law for any trade or specialty area in which a bidder is seeking a contract award; and disclose any suspension or revocation within the previous five (5) years of any professional trade license held by the company, or of any director, officer, or manager employed by bidder;

i. At the time of submitting the bid, disclose the name and address of each subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the project, and disclose the amount of each subcontractor's bid to the general contractor; each subcontractor who will perform work valued in excess of the threshold set forth in this Ordinance shall be required to adhere to the submission requirements set forth herein as though it were bidding directly to the County of Vigo, and must file the appropriate required documents at least five (5) days prior to commencement of work by the subcontractor;

j. Upon bid opening by the Commissioners, the bid recipient shall supply the following information relative to subcontractors:

1. Business name and address;

2. Type of work to be performed and bids submitted; and

3. Statement of acknowledgment that subcontractor will comply with all applicable federal, state and local laws.

4. Subcontractor's answers to all of the information sought in subsection (a) through (k) of this section.

k. State that individuals who will perform work on the public works project on behalf of the contractor are properly classified as either (1) an employee or (2) an independent contractor under all applicable state and federal laws and local ordinances;

I. Provide a copy of the bidder's written plan for employee drug testing that: (1) covers all employees of the bidder who will perform work on the public work project; and (2) meets, or exceeds, the requirements set forth in Indiana Code § 4-13-18-5 or Indiana Code § 4-13-18-6;

m. Shall provide evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship certificates or standards for these training programs.

Sec. 4 Certified Payroll.

All contractors and subcontractors are required to submit to the awarding agency, and General Contractor if applicable, an approved and detailed certified payroll on a weekly basis, unless different payroll reporting requirements are stated under the bid specifications or contract. Approved certified payroll forms include federal form WH-347.

Sec. 5 Additional Criteria.

The County may also request evidence of and/or consider the following factors when identifying responsive and responsible bidders for the purpose of awarding contracts under this Article:

a. The ability and skill of the bidder to perform the contract;

b. The ability of the bidder to perform the contract promptly and efficiently, or within the time specified, without delay or interference;

c. The character, integrity, reputation, and experience of the bidder;

d. The quality of the bidder's past performance, including performance of previous contracts, whether or not such performance was with the County;

e. The bidder's default under previous contracts, whether or not such contract was with the County;

f. The bidder's failure to pay or satisfactorily settle bills due on former contracts, whether or not such contract was with the County;

g. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;

h. The financial ability of the bidder to perform the contract;

i. A statement regarding and/or disclosure of:

1. Any determination by a court or government agency for violations of federal, state or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), Common Construction Wage Law, or the federal Davis-Bacon Act; 7-29

2. Any findings of "non-responsibility" by federal, state, or local departments;

j. Any additional factors the County determines relevant for the contract.

Sec. 6 Lowest Bidder Not Chosen.

When a contract is awarded to a bidder other than the lowest bidder, a statement of the reasons for such award shall be prepared by the County board or entity awarding the contract.

Sec. 7 Multiple Low Bids.

When two (2) or more responsive and responsible bidders submit the same low bid, the contract shall be granted to the bidder whose headquarters are geographically closest to the County of Vigo corporation boundary; but if both low bidders are headquartered within the County of Vigo corporation boundary, then the winning bid shall be determined by drawing lots in public at a meeting of the Board of Commissioners of Vigo County.

Sec. 8 Access to Public Records Act.

All requests made by the public for submissions tendered under this Article by a contractor or subcontractor shall be subject to disclosure pursuant to Indiana Code § 5-14-3-1 *et seq.*, the Indiana Access to Public Records Law.

Sec. 9 Reserved for Future Use.

IT IS SO ORDAINED THIS _____ DAY OF SEPTEMBER, 2016

_

BOARD OF COMMISSIONERS OF VIGO COUNTY

JUDITH A. ANDERSON, PRESIDENT

BRAD ANDERSON, COMMISSIONER

JON MARVEL, COMMISSIONER

ATTEST:

TIMOTHY M. SEPRODI, AUDITOR

SECTION 005214 - STANDARD FORM OF AGREEMENT

PART 1 - GENERAL

1.1 GENERAL INFORMATION

A. The Agreement shall be the "AIA A132-2009 Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition", a draft copy is included herein, and which when executed, will become a part of the Contract Documents of the successful Bidder.

PART 2 – NOT USED

PART 3 – EXECUTION

- 3.1 AGREEMENT
 - A. By submitting a Bid Proposal for the Vigo County Security Center, Contractor is agreeing to all terms, conditions, and requirements of the Agreement.
 - B. No subcontract agreement modifications will be made, except for terms modified by other sections of this Project Manual.

END OF SECTION 005214

▲IA Document A132[™] – 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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)*

Vigo County Board of Commissioners 650 South 1st Street Terre Haute, IN 47807

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

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

Vigo County Sheriff's Office and Jail 500 West Honey Creek Drive Terre Haute, IN 47802

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

C.H. Garmong & Son, Inc. 3050 Poplar Street Terre Haute, IN 47803

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

DLZ Indiana, LLC 157 East Maryland Street Indianapolis, IN 46204

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232[™]-2009. General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

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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
- 10 INSURANCE AND BONDS

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

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 Modifications, 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

User Notes:

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents. (Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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 one of the following: *(Check the appropriate box.)*

[] Stipulated Sum, in accordance with Section 4.2 below

- [] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- [] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be (\$), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.2.3 Unit prices, if any:

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

ltem

Units and Limitations

Price per Unit (\$0.00)

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

ltem

Allowance

\S 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

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§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

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

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Units and Limitations

Price per Unit (\$0.00)

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

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

Item

Units and Limitations F

Price per Unit (\$0.00)

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

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§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any: (Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item

Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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 Construction Manager not later than the day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than () days after the Construction Manager receives the Application for Payment.

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

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

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

- Take that portion of the Contract Sum properly allocable to completed Work as determined by .1 multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- Add that portion of the Contract Sum properly allocable to materials and equipment delivered and .2 suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction

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Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 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.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232–2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic

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verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 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 Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

- [] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.
- [] Litigation in a court of competent jurisdiction.
- [] Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

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§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price § 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.)

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§ 8.3 The Owner's representative: (Name, address and other information)

§ 8.4 The Contractor's representative: (*Name, address and other information*)

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

Number

§

§

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title		Date		Pages	
§ 9.1.5 The Drawings: (Either list the Drawings)	iere or refer to an exhil	bit attached to	this Agreement.)			
Number		Title		Date		
§ 9.1.6 The Addenda, if an	y:					

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

Date

Pages

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- AIA Document A132TM–2009, Exhibit A, Determination of the Cost of the Work, if applicable. .1
- .2 AIA Document E201TM–2007, Digital Data Protocol Exhibit, if completed, or the following:

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- .3 AIA Document E202[™]–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below: (List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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Additions and Deletions Report for

AIA[®] Document A132TM – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text, Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Vigo County Board of Commissioners 650 South 1st Street Terre Haute, IN 47807

...

Vigo County Sheriff's Office and Jail 500 West Honey Creek Drive Terre Haute, IN 47802

...

C.H. Garmong & Son, Inc. 3050 Poplar Street Terre Haute, IN 47803

...

DLZ Indiana, LLC 157 East Maryland Street Indianapolis, IN 46204

Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:44:43 ET on 08/21/2019 under Order No. 9648913410 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A132[™] - 2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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SECTION 006113 - PERFORMANCE BOND AND PAYMENT BOND

PART 1 - GENERAL

1.1 GENERAL INFORMATION

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

PART 2 – NOT USED

PART 3 – EXECUTION

- 3.1 PERFORMANCE BOND AND PAYMENT BOND
 - A. Bonds shall be submitted on AIA Document A312.
 - B. The Bidder shall deliver the required bonds to the Construction Manager not later than the date of execution of the Contract.
 - C. The Bidder shall require the attorney-in-fact that executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.
 - D. Surety Company shall comply with the following:
 - 1. Insurance and Surety Companies shall be deemed qualified and acceptable to the Construction Manager in connection with Contractor bonding and insurance requirements under said Subcontracts only if such companies have a policy holders rating of "A+", "A", or "A-", a financial category not less than Class VII as shown on Best's Key Rating Guide, latest edition; provided, however, that the bond is furnished by one of the aforesaid qualified Sureties who is also listed in the Department of the Treasury Circular 570, Volume 41, No. 132 Part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject Circular, unless the excess, if any, is reinsured with the approval of the Owner.

- 2. Bonds shall be executed and be in force on the date of the execution of the Subcontract.
- 3. The bonds shall be made out for not less than 100 percent of the entire amounts due under the Contract, and shall make provisions to cover additional amounts which may be authorized as provided for under changes in the work; and authorized as provided for under changes in the work; and authorized extensions of time by either making provisions for such additional items in the text of the bond or by the issuance of an amendment or rider to provide for such additional coverage.

END OF SECTION 006113

SECTION 006216 – INSURANCE CERTIFICATES

PART 1 - GENERAL

1.1 INSURANCE REQUIREMENTS

- A. Additional document(s) included in this Project Manual section as attached:
 - 1. Schedule of Coverages

PART 2 – PRODUCTS

- 2.1 WORKERS COMPENSATION INSURANCE
 - A. Individual Prime, Contractors, Subcontractors, etc. shall provide their own Workers Compensation insurance.
- 2.2 BUILDER'S RISK INSURANCE
 - A. The Vigo County Commissioners will provide Builder's Risk Insurance.

PART 3 – EXECUTION

- 3.1 Insurance requirements necessary to complete installations are included in Base Bid. A Certificate of Insurance must be issued to Garmong Construction prior to commencement of Work at the site. Identify additional insured as required.
- 3.2 The Contractor is required to keep a valid Certificate of Insurance on file for a period of three (3) years from the date of Substantial Completion.
- 3.3 By submitting a Bid Proposal for the Vigo County Security Center, Contractor is agreeing to all terms, conditions, and requirements of Garmong Construction's insurance requirements. No insurance requirement modifications will be made.

END OF SECTION 006216

SECTION 006216 - INSURANCE CERTIFICATES

Certificates of Insurance are to include the following coverages:

GENERAL LIABILITY INSURANCE

Occurrence box must be checked						
General Aggregate	OR	\$ 2,000,000				
General Aggregate + Umbrella	\$ 3,000,000					
Products – Comp/Op Aggregate	OR	\$ 2,000,000				
Products – Comp/Op Aggregate + Umbrella		\$ 3,000,000				
Personal & Adv. Injuries	\$ 1,000,000					
Personal & Adv. Injuries + Umbrella		\$ 2,000,000				
Each Occurrence	OR	\$ 1,000,000				
Each Occurrence + Umbrella		\$ 2,000,000				
AUTOMOBILE LIABILITY INSURANCE						
Combined Single Limit	OR	\$ 1,000,000				
Combined Single Limit + Umbrella		\$ 2,000,000				
OR						
Bodily Injury (per person)		\$ 1,000,000				
Bodily Injury (per accident) or Property Dama	ge (per accident)	\$				
1,000,000 Bodily Injury (per person) + Umbrel	la	\$				
2,000,000						
Bodily Injury (per accident) + Umbrella		\$ 2,000,000				
Property Damage + Umbrella		\$ 2,000,000				
EXCESS LIABILITY INSURANCE						
Umbrella		\$ 1,000,000				
WORKERS COMPENSATION AND EMPLOYERS LIABILITY						
Statutory Limits box must be checked						
Each Accident (Employers Liability)	OR	\$ 500,000				
Each Accident + Umbrella		\$				
		1,500,000				
Disease – Policy Limit (Employers Liability)	OR	\$ 500,000				
Disease – Policy Limit + Umbrella		\$				
Disease - Each Employee (Employers	OP	<u>1,500,000</u> \$ 500,000				
Liability)	Un	ş 300,000				
Disease – Each Employee + Umbrella		\$				
		1,500,000				
PROFESSIONAL LIABILITY INSURANCE (required for all Professional Service Vendors)						
Each Claim		\$ 1,000,000				
Aggregate		\$ 1.000.000				

 All liability insurance policies shall name Garmong Construction Services, Vigo County Commissioners and DLZ Indiana LLC. as additional insured parties and shall be non-contributory and primary coverage for the additional insureds. The form used for additional insured coverage shall be on form CG 2010, 1985 edition, or equivalent, and shall not exclude products/completed operations hazard coverage. The completed operations coverage shall be kept in effect for 3 years following completion of the Contractor's work. Note: G17957B is not acceptable.

2. Notice of Cancellation or Change is required a minimum of 30 days prior and must be listed on the Certificate of Insurance.

SECTION 007216 - GENERAL CONDITIONS

PART 1 - GENERAL

- 1.1 GENERAL CONDITIONS
 - A. The General Conditions of the Contract for Construction AIA A232 2009, a copy of which is bound hereinafter.
- PART 2 NOT USED

PART 3 – NOT USED

END OF SECTION 007216

AIA[®] Document A232[™] – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Vigo County Sheriff's Office and Jail 500 West Honey Creek Drive Terre Haute, IN 47802

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

C.H. Garmong & Son, Inc. 3050 Poplar Street Terre Haute, IN 47803

THE OWNER: (Name, legal status and address)

Vigo County Board of Commissioners 650 South 1st Street Terre Haute, IN 47802

THE ARCHITECT:

(Name, legal status and address)

DLZ Indiana, LLC 157 East Maryland Street Indianapolis, IN 46204

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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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 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 construct to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 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 and services 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 other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 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, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 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.

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

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

§ 1.3 Capitalization

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

§ 1.5 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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 shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do 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 Information and Services Required of the Owner

§ 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; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 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.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 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.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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 plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their 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.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 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.

§ 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 instruction 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 and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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§ 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 performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

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

§ 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, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, 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.

§ 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, 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 with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

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

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction

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Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, 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, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed 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, Construction Manager, 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 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and 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.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 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 the way by which 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 and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Contract Documents. Submittals that are 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 Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, 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

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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 reviewed and 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation 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 Construction Manager and Architect on previous submittals. In the absence of such written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by 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.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 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.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager,

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Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such 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, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

User Notes:

§ 4.1.1 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.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect 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 will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general

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whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related

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documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.18 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 so rendered in good faith.

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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 other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 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, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and 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. The Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager 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, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change,

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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 previously selected if the Owner, Construction Manager 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, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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 Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, identify to the Subcontractor, identify to the Subcontractor so the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

- 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 in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

§ 5.4.3 Upon such 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 OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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's own forces, Construction Manager and other Multiple Prime 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's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime 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, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors 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, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

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, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect 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.

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

§ 7.2 Change Orders

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

.1 The change in the Work;

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

§ 7.3 Construction Change Directives

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

- Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to .1 permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or .3 percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager 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:

- Costs of labor, including social security, old age and unemployment insurance, fringe benefits required .1 by agreement or custom, and workers compensation insurance;
- Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or .2 consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the .4 Work; and
- Additional costs of supervision and field office personnel directly attributable to the change. .5

§ 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 Construction Manager and Architect. When

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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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

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 the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or 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 Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 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, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, 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, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, 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 Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager 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.

§ 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 Construction Manager and 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 material supplier unless such Work has been performed by others whom the Contractor intends to pay.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided

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in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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 Construction Manager or Architect.

§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's 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 Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of

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subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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 or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and 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.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager 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 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors 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, shall create any fiduciary

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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.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 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 so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive 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.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of 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. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the 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 when such portion is designated by separate agreement with the Contractor, 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 and Construction Manager shall jointly 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

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be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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.

§ 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 completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (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 Contract Documents, (4) consent of surety, if any, to final payment and (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. 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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 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 through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 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 or the Contractor's Subcontractors or Sub-subcontractors;
- .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; and
- .4 construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall 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 owners and users of adjacent sites and utilities.

§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured,

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shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if 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 report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a 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, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their 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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations 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 which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .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; and
- .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.

§ 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 or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made 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 in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. 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 shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, 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 negligent acts or omissions during the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 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

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entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 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 the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance 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.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

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

§ 11.3.1.5 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.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 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, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of 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. Each policy shall contain a provision that

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the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation. 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 Construction Manager, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's 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 as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. 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 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner 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 as fiduciary 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 as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 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 contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work

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and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or 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 Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 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 an 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 written 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 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 The one-year period 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, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

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

§ 12.3 Acceptance of Nonconforming Work

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

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 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 such 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 such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, 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 in writing.

§ 13.5 Tests and Inspections

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

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and 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 Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 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 Construction Manager for transmittal to the Architect.

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

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

§ 13.6 Interest

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

§ 13.7 Time Limits on Claims

The Owner and the 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 the 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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 Construction Manager has not certified or 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, 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner, Construction Manager and 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;
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- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written 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 Construction Manager's and Architect'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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, 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 the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this 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 written 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, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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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, 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.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance. 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. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 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

- damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, .1 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, 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 mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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)

Init.

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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 such 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 and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 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.

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§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 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 arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

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Vigo County Sheriff's Office and Jail 500 West Honey Creek Drive Terre Haute, IN 47802

...

C.H. Garmong & Son, Inc. 3050 Poplar Street Terre Haute, IN 47803

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Vigo County Board of Commissioners 650 South 1st Street Terre Haute, IN 47802

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DLZ Indiana, LLC 157 East Maryland Street Indianapolis, IN 46204

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(Signed)

(Title)

(Dated)

1

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SECTION 007300 – SUPPLEMENTARY CONDITIONS

1.1 STATEMENT OF INTENT

A. Unless otherwise provided in these Supplementary Conditions, all Work shall be bound and governed by the terms of AIA Document A232/CMa – 2009, General Conditions of the Contract for Construction, where the Construction Manager is NOT a constructor (2009 Edition – Electronic Format (with certain modifications), included in this Project Manual as Section 007213. The following Supplementary Conditions modify, delete from, or add to Section 007213. Where an Article, Paragraph, Subparagraph or Clause of Section 007213 is modified, deleted or added to by these Supplementary Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

1.2 SUPPLEMENTARY CONDITIONS

- A. ARTICLE 1 GENERAL PROVISIONS
 - 1. <u>Correlation and Intent of the Contract Documents</u>: Add the following Clause to Subparagraph 1.2.1:
 - .1 In the case of an inconsistency between Drawings and Specification or within either Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation."
- A. ARTICLE 2 OWNER
 - 1. Delete Paragraph 2.1.2 in its entirety and substitute the following:
 - 2.1.2 Payment of all amounts by the Owner to the contractors awarded the Work is subject to all of the terms and conditions set forth in the Contract Documents and to the Owner obtaining financing and other available funds in amounts equal to the total cost of the Work.
 - 2. <u>Information and Services Required of the Owner:</u> Delete Subparagraph 2.2.5 and substitute the following:
 - 2.2.5 The Contractor will be provided with Electronic Documents only. All printing and reproduction cost shall be borne by the Contractor.

B. ARTICLE 3 - CONTRACTOR

1. Add the following Clause to Subparagraph 3.2.1:

"In general, drawings are diagrammatic and schematic, and cannot indicate ever offset, fitting, and accessory required for complete installation and to avoid all conflict with other trades. Contractor shall review drawings to verify spaces available and make reasonable modification as approved by the Architect, without extra costs to the Owner. Maintain headroom and other space requirements in all areas; and where such requirements appear inadequate, notify Architect before proceeding."

2. Add the following to Subparagraph 3.3.2:

"No Contractor's employees, Subcontractors and their agents and employees, nor any other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors who is a convicted sex offender or who is listed on any sex offender registry shall be allowed on the Project site under any circumstances."

3. Add the following new Subparagraph 3.3.4:

"The Contractor shall comply with the dimensions, figures and notations marked on the Drawings in preference to what the drawings may measure in scale; however, in the absence of figured dimensions, the Contractor shall contact the Architect for solution. Contractors shall not scale dimensions from the drawings unless expressly directed to do so by the Architect.

4. Add the following Clauses to Subparagraph 3.4.2:

.1 "After the Contract has been executed, the Owner and Architect will consider formal requests for the substitution of products in place of those specified only under the conditions set forth in Division 1 Section – Products and Substitutions."

- .2 "By making requests for substitutions based on Subparagraph 3.4.2, the Contractor:
 - .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified
 - .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified
 - .3 Certifies that the cost data presented is complete and includes all related costs under this Contract, but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent.
 - .4 Will coordinate the installation of accepted substitute, making such changes as may be required for the work to be complete in all respects
- 5. Add the following Subparagraph to Paragraph 3.6:
 - .1 "For the Project which has a Tax-Exempt status, the Owner, shall provide the major Contractor(s) for the work a copy of certificate of Tax Exemption to which the Owner is entitled. It shall then become the responsibility of the respective Contractor to notify his subcontractors and suppliers of the exemption from taxation of materials acquired for the Project, and to enforce full compliance by all Subcontractors and suppliers. Insofar as transactions between the Owner and Contractors/Suppliers are involved, this exemption status applies to all bidding in any division of the work, for materials/products furnished; for services performed and directly incorporated into construction of the Project."

6. Add the following to Subparagraph 3.9.1:

"The Superintendent shall be satisfactory to the Architect, Construction Manager, and the Owner and shall not be changed except with the consent of the Architect, Construction Manager, and the Owner, unless the Superintendent ceases to be in the Contractor's employ."

7. Add the following new Subparagraph 3.13.2:

"3.13.2 If the Owner or the Construction Manager requires the Contractor to relocate materials which have been stored on site or within the building, the Contractor shall relocate such materials to other on-site locations at no additional cost to the Owner."

8. Add the following new Subparagraph 3.13.3:

"3.13.3 The Contractor shall not bring any hazardous substance or material onto the Project site, as defined under applicable federal, state or local environmental statutes, laws, regulations and ordinances, and shall prohibit all subcontractors and any other individuals or entities from bringing such hazardous substances onto the Project site."

5. Amend the first sentence of Paragraph 3.15.1 as follows:

"At ALL times, the Contractor shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract."

6. Add the following new Subparagraph 3.15.3:

"3.15.3 The Contractor shall be responsible for damaged or broken glass, and at completion of the Work shall replace such damaged or broken glass. After broken glass has been replaced, the Contractor shall remove all labels, wash and polish both sides of all glass. "

- C. ARTICLE 7 CHANGES IN THE WORK
 - 1. Add the following new Subparagraph 7.1.1.1:

"7.1.1.1 When a change in the Work is contemplated which may affect the Contract Sum or Contract Time, the Architect may issue a "Proposal Request", AIA Form G709 or similar. The Contractor shall promptly, but in no case later than ten (10) working days thereafter, issue a reply or "Change Quotation", stipulating the change in Contract Sum or Contract Time 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, the Construction Manager find the "Change Quotation" by the Contractor to be acceptable, the Construction Manager will issue a written "Change Order" to the Contractor within calendar days of receipt of the "Change Quotation" prior to Substantial Completion."

2. Amend Subparagraph 7.3.7 as follows:

In the last part of the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.3.11."

3. Add the following new Subparagraph 7.3.11:

"7.3.11 In Subparagraphs 7.3.3 and 7.3.7, the allowance for combined overhead and profit to be 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, ten percent (10%) of the cost or credit.
- .2 For the Contractor, for Work performed by its Subcontractors, five percent (5%) of the amount due or credit from the Subcontractors.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by its own forces, ten percent (10%) of the cost or credit.
- .4 For each Subcontractor, for Work performed by its Sub-subcontractor, five percent (5%) of the amount due or credit from the Sub-subcontractor.
- .5 Cost or credit to which overhead and profit is to be applied shall be determined in accordance with Paragraph 7.3.7.
- .6 In order to facilitate checking of quotations for additional costs 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, material and subcontracts. Labor and material shall be marked up in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. State additional time required, if applicable. In no case shall a change involving over \$500.00 be considered without such itemization."
- .7 Charges for project management, supervision, office administration, small tools, historical costs or equipment rental of contractor owned tools will not be allowed.
- D. ARTICLE 8 TIME
 - 1. Add the following new Subparagraph 8.1.5:

"8.1.5 Occupancy or utilization of all or a designated portion of the Work by the Owner or other Prime Contractors shall not constitute a waiver by the Owner of his rights provided under the General Conditions and these Supplementary General Conditions."

- E. ARTICLE 9 PAYMENTS AND COMPLETION
 - 1. Delete Subparagraph 9.3.1 in its entirety and replace with the following (retain Clauses 9.3.1.1 and 9.3.1.2):

"9.3.1 The Owner shall establish monthly Pay Periods and shall so notify the Architect, Construction manager, and Contractor. The Owner shall also establish and notify the Architect, Construction manager, and Contractor of the dates for the submittal of itemized Application for Payment AIA Document G702/G703 for operations completed in

accordance with the schedule of values for each pay period. The Contractor shall submit the Application for Payment on or before the Submission Date. The Application for Payment shall be notarized, if required, and supported by such data substantiating the Contractor's right of payment as the Owner, Architect, and Construction Manager may require, such as copies of requisitions from the Subcontractors and material suppliers. Pencil copy is due to the Construction Manager on or before the 20th day of the month for work to be completed by the last day of the month. Once approved, four (4) originals must be <u>mailed</u> to the Construction Manager's office and received by the date given at time of approval."

2. Delete Subparagraph 9.3.2 in its entirety and replace with the following:

"9.3.2 Monthly payment will be approved by the Architect based on ninety percent (90%) of the estimated value of labor performed and materials incorporated in the Work, plus ninety percent (90%) of the value, not to exceed at any one time the sum of\$ 30,000 of non-perishable materials suitably stored at the site for future incorporation in the Work. No such materials are to be removed from the site without permission of the Architect, Construction Manager, and the Owner. Material stored at the site shall be paid on the basis of material costs to the Contractor, Subcontractor or Sub-subcontractor and such costs shall be supported by the suppliers' invoices. Off site stored material must have prior approval of the owner/cm before invoicing owner. Contractor's invoice must have attached 1) Certificate of Insurance for the stored material; 2) Bill of lading with itemized materials; 3) Statement allowing Owner/Construction Manager/Architect to access to site where materials are stored; 4) pictures of material being stored. Proper documentation not accompanying invoice will be cause for the invoice to be returned to contractor."

3. Add the following new Paragraph 9.3.4:

"9.3.4 Each Application for Payment shall be accompanied by, at the Owner's option and in a form acceptable to the Owner, partial conditional waivers of lien from the Contractor, each Subcontractor and Material Supplier for all work performed by it included in the current Application, contingent upon receipt of payment, and for all work performed by it included in all preceding Applications."

4. In Subparagraph 9.7, amend the first sentence as follows:

"If, through no fault of the Contractor, the Owner does not pay the Contractor within thirty days after the due date established in the Contract Documents any amount certified by the Construction Manager and Architect, then the Contractor may, upon seven additional days written notice to the Owner, Construction Manager, and the Architect, stop the Work until payment of the amount owing has been received."

5. Add the following to Subparagraph 9.8.5:

"The payment shall be sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager and Architect shall determine for all incomplete work and unsettled claims."

6. Add the following new Subparagraph 9.9.4:

"9.9.4 Occupancy or utilization of all or a designated portion of the Work by the Owner or separate Contractors shall not constitute a waiver by the Owner of his rights provided under the General Conditions and these Supplementary General Conditions."

7. Add the following new Subparagraph 9.10.1.1:

"9.10.1.1 Final payment shall be due no sooner than sixty-one (61) calendar days and no later than seventy-one (71) calendar days following the date of Final Completion."

F. ARTICLE 11 – INSURANCE AND BONDS

1. Add the following new Subparagraph 11.1.1.9:

"11.1.1.9 Liability Insurance shall include all Major Divisions of Coverage and be on either the "old" Comprehensive General Liability form or the "new" Commercial General Liability form. (Refer to separate requirements below). Coverage shall not be "claims made or discovery policies". Liability insurance policies shall include:

- .1 Premises and Operations.
- .2 Products and Completed Operations.
- .3 Blanket Contractual (with no XCU exclusion).
- .4 Independent Contractors.
- .5 Property damage arising out of the so-called "XCU" hazards (explosion, collapse, and underground damage).
- .6 Personal injury with usual and customary exclusions.
- .7 Broad Form Property Damage including completed operations where applicable in the Pre-1986 Comprehensive General Liability Policy.
- .8 Thirty (30) days Notice of Cancellation provision; Architect, Construction Manager, and Owner notified by registered mail.
- .9 Owned, non-owned, long and short-term leased, rented, and hired vehicle liability coverage.
- .10 Statutory Workmen's Compensation and Employee's Liability Insurance."
- 2. Delete Subparagraph 11.1.2 in its entirety and replace with the following:

"11.1.2 The Contractor shall not commence the Work until he has obtained all insurance required under this Paragraph and has filed with the Owner, Construction Manager, and the Architect certificates of insurance acceptable to the Owner. Failure of Owner to enforce this requirement for the filing of certificates will not operate as a waiver, in any way, with respect to Contractor's obligations to provide the required insurance.

11.1.2.1 Certificates of insurance shall be furnished in triplicate on forms acceptable to the Owner. The certificates shall provide for thirty (30) days prior written notice to the Owner of policy cancellation or of material change. In addition, the Contractor shall provide, if requested, a certified copy of the policies to the Architect and Construction Manager for review.

11.1.2.2 In the event the Contractor engages Subcontractors for all or a portion of the Work required by the Agreement, the Contractor shall require the Subcontractors to assume all duties, obligations and requirements in this Article 11. The Contractor shall require such Subcontractors to provide certificates of insurance and certify that the insurance carried and maintained by the Subcontractors meet all of the requirements of this Paragraph. In addition, the Contractor and all Subcontractors shall provide a certificate from the Worker's Compensation Board of Indiana as to worker compensation coverage, evidencing the insurance required by this Paragraph, naming the Contractor as the named insured.

11.1.2.4 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 additional Excess or Umbrella Liability Policy.

- 11.1.2.6 Insurance Carriers shall be rated "A-" or above in the A. M. Best's Key Rating Guide."
- 3. Delete the first two sentences of Subparagraph 11.1.3 in their entirety.
- 4. Add the following to Subparagraph 11.4.1.1:

"Owner will provide Builder's Risk Insurance for the amount of the Contract, and the Builder's Risk Insurance shall not cover the Contractor's tools or equipment."

- G. ARTICLE 12 UNCOVERING AND CORRECTION OF WORK
 - 1. Add the following new Subparagraph 12.2.2.1.1:

"12.2.2.1.1 The Owner may schedule a meeting to be attended by the Architect, Construction Manager, Owner, and the Contractor at eleven (11) months after the Date of Substantial Completion. All attendees shall conduct a thorough inspection of the Project. After the inspection, attendees shall meet to discuss problem areas or defects with the project and determine if any remedial work is required prior to the expiration of the one (1) year correction period as stated above in Paragraph 12.2.2."

- H. ARTICLE 13 MISCELLANEOUS PROVISIONS
 - 1. Add the following new Paragraph 13.8:

"13.8 MECHANIC'S LIENS

13.8.1 If a Subcontractor, Sub-subcontractor or material supplier of the Contractor files a notice of intention to hold a mechanics lien or notice of personal liability against the Project Property, the Contractor shall hold the Owner harmless from any claim based upon such notice. In doing so, the Contractor shall either pay the lien holder, cause such notice of lien to be released, or provide a contractor's bond with surety in form and

amount acceptable to the Owner, guaranteeing the payment of such lien, or otherwise post security acceptable to the Owner in its sole discretion, in order to assure payment of such lien. The Contractor shall bear all costs necessary to hold the Owner harmless from any claim based upon such notice. In the event the Contractor fails to promptly pay or discharge such lien or notice, the Owner shall have the right to retain an additional amount from any payment then or thereafter due the Contractor sufficient to satisfy and defend such lien or notice and the Contract Sum shall be adjusted accordingly. If the portion unpaid to the Contractor is insufficient to satisfy and defend such lien or notice, the Contractor shall be liable for and immediately reimburse the Owner for such amounts."

2. Add the following new Paragraph 13.9:

"13.9 NON-DISCRIMINATION

13.9.1 The Contractor, its subcontractors and agents shall not discriminate against any qualified employee or qualified applicant available for employment to be employed in the performance of the Agreement with respect to his employment, tenure or terms, conditions or privileges of employment because of his race, color, religion, national origin, disability, sex or ancestry. Any violation of this covenant may result in the imposition of penalties prescribed by law and may be regarded as a material breach of the Agreement. The Contractor shall bear all necessary costs and costs for penalties incurred as a part of his violation of this covenant."

3. Add the following new Paragraph 13.10:

"13.10 WAIVER

13.10.1 Any failure by the Owner, Construction Manager or the Architect at any time, or from time to time, to enforce or require the strict observance and performance of any of the terms and conditions of the Agreement shall not constitute a waiver of such terms and conditions in any way, nor bar the Owner from thereafter insisting upon the strict observance and performance of such terms and conditions.

13.10.2 Upon failure of the Contractor to complete the Work within the time required, or upon any other default by the Contractor in the performance of the Agreement, the Owner may pursue any remedies available to it under the Agreement, in other Contract Documents, or under the law. After a default by the Contractor has occurred, failure of the Owner to terminate the Agreement, or to pursue or give notice of its intention to pursue any available remedies, shall not constitute a waiver of any past, current or future default of the Contractor, or be deemed an election not to subsequently pursue any available remedies available to the Owner upon default. The use by the Owner of one or more remedies available to the Owner upon default of the Contractor shall not be deemed an election not to pursue any default of the Contractor of the Owner upon default of the Contractor shall not be deemed an election not to pursue any default of the Contractor of the Owner upon the Owner up

4. Add the following new Paragraph 13.11 and 13.11.2:

"13.11 OWNER'S RULES AND REGULATIONS

13.11.1 All regulations and rules of the Owner which may be in effect at the site of the Work regarding employment, passes, badges and conduct on the premises shall be rigidly observed by the Contractor, his Subcontractors and their personnel and employees."

13.11.2 The campus of Benjamin Franklin Elementary School is smokeless and smoking tobacco free in all areas.

5. Add the following new Paragraph 13.14:

"13.14 SEXUAL HARASSMENT

13.14.1 The Contractor shall not engage in sexual harassment as defined herein, or tolerate such activities by its employees, subcontractors, or agents during the term of this Agreement. Harassment on the basis of sex is a violation of Section 703 of Title VII of the Civil Rights Act of 1964.

13.14.2 Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- .1 Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, or
- .2 Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- .3 Such conduct has the effect of unreasonably interfering with an individual's work or creating an intimidating, hostile, or offensive working environment.

13.14.3 The Contractor shall ensure dissemination of this sexual harassment policy to its employees, subcontractors, and agents.

13.14.4 Additionally, the Contractor shall ensure that its employees, subcontractors, and agents understand that sexual harassment actions directed toward the Owner's staff, employees, clients, building tenants, or the general public constitutes sexual harassment as defined herein."

6. Add the following new Paragraph 13.15:

"13.15 DRUG-FREE WORKPLACE

13.15.1 The Contractor shall make a good faith effort to provide and maintain a drug-free workplace by diligently performing the following activities during the term of this Agreement:

- .1 Publish and provide to all workers involved in the Project a statement notifying such persons that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at the Project workplace and specifying the actions that will be taken against workers for violations of such prohibition.
- .2 Establish a drug-free awareness program to inform workers about: (1) the dangers

of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drugfree workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon a worker for drug abuse violations occurring in the workplace.

- Notify all employees that, as a condition of continued employment, the employee will: (1) abide by the terms of the Contractor's drug-free workplace statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) calendar days after such conviction.
- .4 Give written notice to the Owner, Architect, and Construction Manager within ten (10) calendar days after receiving actual notice that an employee of the Contractor, subcontractors, or agents has been convicted of a criminal drug violation occurring at the Contractor's workplace.
- .5 Within thirty (30) calendar days after receiving notice of a worker's criminal drug statute conviction for a violation occurring at the workplace, impose the following sanctions or remedial measures on such worker: (1) take appropriate personnel action against the worker, up to and including termination; or (2) require such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

13.15.2 Failure of the Contractor to comply with the terms of Subparagraph 13.15.1 in good faith shall constitute a material breach of this Agreement, and shall entitle the Owner to impose sanctions against the Contractor, including but not limited to, suspension of application payments and/or termination of this Agreement."

7. Add the following new Paragraph 13.17:

"13.17 The prevailing party shall be entitled to reimbursement by the other party for its reasonable legal costs, expenses and attorney's fees, and Architect's and Consultant's additional services incurred in successfully enforcing against the other party any covenant, term or condition of the Agreement."

- I. ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
 - 1. In Clause 14.2.1.3, delete the word "repeatedly."
 - 2. In Clause 14.2.1.4, delete the word "substantial."
- K. ARTICLE 15 CLAIMS AND DISPUTES
 - 1. Delete Clause 15.1.6.2 in its entirety and replace with the following:

"15.1.6.2 Damages incurred by the Contractor shall be limited to Project site specific actual damages and shall not include any off-site or other home office overhead, lost business opportunities, lost profit, lost reputation or similar damages."

2. Delete Paragraph 15.4 ARBITRATION in its entirety and replace with the following:

"15.4 LEGAL AND EQUITABLE REMEDIES

15.4.1 In the event that mediation is not successful in resolving any or all disputes, the Owner and Contractor specifically reserve all of their legal and equitable remedies applicable to such dispute or disputes. Any legal or equitable action regarding the Agreement shall be commenced and tried in a state Court in the state and county where the Project that is the subject matter of the Agreement is located. The Owner and Contractor specifically consent to the personal jurisdiction and venue of such court or courts.

15.4.2 Notwithstanding the provisions of Articles 15.2 and 15.3, in the event a mechanic's lien is filed against the Project, the Owner shall have the right to cause a Notice to Commence Suit to be issued to the lien holder in accordance with Indiana Mechanic's Lien Law, for the purpose of filing a surety bond to cause the release of such mechanic's lien. In the event Owner elects to do so, and upon filing of such suit, the Owner may file a surety bond to cause the release of the mechanic's lien. Upon the issuance of a court order releasing the real property from the mechanic's lien and the filing of such order in the office of the County Recorder, the parties shall seek a stay of the lawsuit pending resolution of the matter in accordance with the provisions of Articles 15.2 and 15.3."

END OF SECTION 00 73 00