
2023 Asphalt Track Renovations at HSE Intermediate/Junior High

Hamilton Southeastern Schools
Administrative Office
13485 Cumberland Road
Fishers, IN 46038



April 17, 2023

Project Manual



DIVISION 0 BIDDING AND CONTRACT REQUIREMENTS

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NOTICE TO BIDDERS

Notice is hereby given that SEALED BIDS will be received:

BY: The Board of School Trustees
Hamilton Southeastern Schools (HSE)
13485 Cumberland Road
Fishers, IN 46038

FOR: 2023 Asphalt Track Renovations at HSE Intermediate/Junior High School

UNTIL: 2:00 P.M., EST local time, Thursday, May 4, 2023.

RECEIPT OF BIDS: Bids received after the designated day and time listed above will be returned unopened. Bids received by mail or other carrier must be addressed to 13485 Cumberland Road, Fishers, IN 46038, attention to Mr. Logan Nunn. All responses must be received on or before the date and time designated to be valid.

BID OPENING: All Bids will be publicly opened and read aloud at 2:00 P.M., EST local time, Thursday, May 4, 2023, at HSE Schools Administrative Office, 13485 Cumberland Road, Fishers, IN 46038. Deliver Bid in a sealed envelope showing the project name and Bidder's name and address.

PRE-BID MEETING: A pre-bid meeting for interested parties will be held at 2:00 P.M., EST local time, Thursday, April 27, 2023 at HSE Intermediate/Junior High School, 12278 Cyntheanne Rd, Fishers, IN 46037. Prospective Bidders shall meet first at the Main Office, then a Site Tour will follow. Attendance at the Pre-Bid Meeting is strongly encouraged and may be part of determining if a Bid is considered responsive.

CONTRACT TYPE:

The project will be constructed under a Single Prime Contract with bids received on a lump sum basis. Each proposal shall include all labor, material, and services necessary to complete the projects in strict accordance with the Construction Drawings and Project Manual. Prime bidders and their subcontractors must be certified and in compliance with the Indiana General Assembly's House Enrollment Act #1019.

Two copies of bid forms shall be submitted on forms provided in the project manual and shall be executed in accordance with the current edition of the Indiana Board of Accounts Form 96 – "Contractor's Bid for Public Works", with a financial statement complying with Section III of Form 96, and a satisfactory Bid Bond or certified check pursuant to I.C. 36-1-12-4.5, payable to HSE Schools. Bid Security shall be in the amount of not less than 5% of the total base bid price. Should a successful Bidder withdraw their Bid, fail to provide the required payment and performance bonds, or execute the contract, the Owner may then declare the Bid security forfeited as liquidated damages.

A contract will be awarded to the lowest responsible and responsive bidder, complying with the conditions of the Instructions to Bidders and Advertisements for Public Bids. The Owner, however, reserves the right to reject any and all bids, and waive any informalities, discrepancies, omissions, variances, or irregularities in bids received in its sole discretion. If a contract is awarded, it will be to the "lowest responsible and responsive bidder" in accordance with Indiana's Public Work Projects Act, Indiana Code 36-1-12. The bidder agrees to hold open its bid for a minimum of sixty (60) days from the date of the bid opening

BID DOCUMENTS:

Copies of the Bidding Documents may be obtained from the Eastern Engineering plan room at <http://distribution.easternengineering.com> per the options and prices listed on the order page. All charges for bidding documents are non-refundable.

Questions, or requests for equal status, pertaining to the Project shall be directed, in writing, to the design professionals listed below:

Fred Prazeau
CONTEXT, LLC
5825 Lawton Loop East Drive
Indianapolis, IN 46216
317-485-6900
mancel@context-design.com
fpazeau@context-design.com

BID DOCUMENTS - REVIEW:

Construction will be in accordance with the bid documents, which may be viewed at the following locations, as well as online plan rooms:

Administrative Center
Hamilton Southeastern Schools (HSE)
13485 Cumberland Road
Fishers, IN 46038

and

<https://www.hseschools.org/happenings/public-notices>

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

The successful bidder shall, upon acceptance of his bid, be required to procure and pay for a 100% Performance Bond/Labor and Material Payment Bond in the amount equal to the contract price, and such bond shall comply with all laws of the State of Indiana governing public contracts let by governmental units.

END OF NOTICE TO BIDDERS

PART 1 – GENERAL

1.01 INSTRUCTIONS TO BIDDERS

- A. The terms for construction shall be as stipulated in the Instructions to Bidders, AIA Document A701-2018. Sample enclosed.
- B. AIA Document A132-2019 is included for reference as the basis of Agreement anticipated between Owner and Contractor. Sample enclosed.
- C. HSE's official 'Bidders Checklist' is provided for use by all respondents to ensure complete, verifiable bids. Sample enclosed.

END OF SECTION 00110

AIA[®] Document A701[™] – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

« »
« »
« »

THE OWNER:

(Name, legal status, address, and other information)

«Hamilton Southeastern Schools »
«13485 Cumberland Road »
«Fishers, Indiana 46038 »
« »

THE ARCHITECT:

(Name, legal status, address, and other information)

« »« »
« »
« »
« »

ADDITIONS AND DELETIONS:

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the Notice to Bidders, Instructions to Bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

§ 2.3 The Bidder is authorized to do business in the State of Indiana and properly licensed for all of its activities hereunder by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project.

§ 2.4 The successful bidder and all of its subcontractors, whatever tier, whose respective contract is equal to or in the excess of \$300,000 shall at the time of submission of its bid be qualified by the Indiana Department of Administration.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents as designated in the Notice to Bidders.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

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§ 3.1.2 Intentionally Omitted.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Notice to Bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least ten days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

«Such written requests by Bidders shall be on the form included in the Project Manual. »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 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.

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

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

§ 3.3.6 The Bidder shall identify in its Bid any such approved substitutions by name, kind and/or type.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

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§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda may be issued at any time prior to the receipt of bids. Architect may issue an addendum later than four days prior to the date for 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 e-mail. Only written Addenda shall be valid and binding. The Bidder shall not rely on any verbal addenda or other representations not expressly stated in a written Addenda or the Bidding Documents.

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

§ 3.4.5 Owner may in its sole discretion elect to waive the requirement for acknowledging receipt of Addenda per Section 3.4.4 as follows:

- .1 Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Contract Documents included in an unacknowledged Addendum.
- .2 Modifications to the Contract Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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" or as required by the bid form.

§ 4.1.6 Intentionally Omitted.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.1.9 The Bid shall include unit prices when called for by the Bidding Documents. Unit prices will be incorporated into the Contract.

§ 4.1.10 Owner in its sole discretion may elect to disqualify a bid due to failure to submit a bid in the form requested, failure to bid requested alternates or unit prices, failure to complete entries in all blanks in the Bid Form, or inclusion by the Bidder of any alternates, conditions, limitations or provisions not called for.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

«As designated in the Notice to Bidders »

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, 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. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning «60» days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

«By paper copy and as designated in the Notice to Bidders. »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. Envelopes for sealed bids shall clearly be labeled as described in the Notice to Bidders, and 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, courier or overnight delivery, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened. The Bid shall be delivered to the location stated in the Notice to Bidders, and the Bidder shall be responsible for delivery to the specific location and office as listed. Owner will not be responsible for Bids accepted at another location or office than that listed in the Notice to Bidders. Receipt by employees of the Owner at any other location than that listed in the Notice to Bidders does not constitute receipt by the Owner.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.3.6 The Bid shall include the following properly completed documents:

- .1 Two original Completed Supplementary Bid Forms included in the Project Manual;
- .2 Two original Completed Form No. 96 (Rev. 2013), "Contractors Bid for Public Works";
- .3 One original Bid Security as provided in the Notice to Bidders;
- .4 One original Officer-certified company financial statement; and
- .5 Any other required documents as required by the Bidding Documents.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 A Bid may not be modified, withdrawn or canceled by the Bidder for 60 calendar days following the time and date designated for the receipt of Bids or such mutually extended time as permitted by Ind. Code 36-1-12-6, and each Bidder so agrees in submitting a Bid.

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§ 4.5 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, current as of the date of the bid opening, modified for the requirements of this Project. This form also includes the "Non-Collusion Affidavit" which must be notarized.

§ 4.5.2 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. The financial statement shall include the following:

- .1 Current Assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses.)
- .2 Net Fixed Assets
- .3 Other Assets
- .4 Current Liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued pay-roll taxes.)
- .5 Other Liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders in the Owner's sole discretion.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. The Owner, however, reserves the right to reject any and all bids. Notwithstanding anything herein to the contrary, the Owner shall have the right in its sole discretion 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 best interests.

§ 5.3.2 Unless otherwise prohibited by law, 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 lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.3.3 Within five (5) days of the selected Bidder's receipt of its Contract, the successful Bidder shall execute and return to the Architect the signed and unaltered Contract, the required payment and performance bonds, and all other required forms. Failure by the Bidder to timely return the executed Contract, along with the required payment and performance bonds and all other required forms, shall be sufficient grounds for the Owner, in its sole option, to withdraw its offer to the Bidder, to award the Contract instead to another bidder, and for the Bidder's bid security to be forfeited to the Owner as liquidated damages, and not as a penalty.

§ 5.3.4 Unit Prices: Unit prices, if any, shall be subject to negotiation between Bidder and Owner. When mutually agreed upon, they will become a part of the Owner Contractor Agreement.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Intentionally Omitted.

§ 6.2 Intentionally Omitted.

§ 6.3 Submittals

§ 6.3.1 The Bidder shall, within 24 hours of the bid opening, submit in writing to the Owner through the Architect via e-mail a completed Schedule of Subcontractors, Manufacturers and Products enclosed with the Bidding Documents in the Project Manual:

- .1 Architect shall have the right to choose the Subcontractor, material or equipment for any particular item where the Bidder fails to list same;
- .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; and
- .3 after the submission of this Schedule of Subcontractors, Manufacturers and Products to the Architect and the Owner, the Contractor shall make no changes or alterations without the written approval of the Architect and the Owner.

§ 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 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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.

§ 6.3.5 The successful Bidder must contribute in: (1) work performed by the Bidder's employees; (2) materials supplied directly by the Bidder; (3) services supplied directly by the Bidder's employees; or (4) any combinations of subdivisions (1) thru (3); at least fifteen percent (15%) of the Contract Sum as determined at the time the Contract is awarded. By submitting its Bid, the Bidder affirms that the Bidder complies with this fifteen percent (15%) self-performance requirement.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder in accordance with Section 5.3.3 and this Section 7.1. Bonds shall comply with the requirements of the Bidding Documents.

§ 7.1.2 The cost of such bonds shall be included in the Bid.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 The Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

§ 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 ten days after the date of Owner's Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default. If the Work is to commence sooner 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.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract. Bonds shall be executed and be in force on the date of the execution 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 to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A132-2019, Standard Form of Agreement Between Owner and Contractor, as modified.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A132-2019, Exhibit A, Insurance and Bonds, as modified.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A232-2019, General Conditions of the Contract for Construction, as modified.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 Project Manual
- .5 Drawings

- .6 Specifications

- .7 Addenda:

AIA[®] Document A132[™] – 2019

Standard Form of Agreement Between Owner and Contractor

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)

«Hamilton Southeastern Schools »
«13485 Cumberland Road »
«Fishers, Indiana 46038 »
« »

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

« »« »
« »
« »
« »

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

« »
« »
« »

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

« »« »
« »
« »
« »

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

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232[™]–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232[™]–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General Conditions, as modified), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in Article 9 of 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. By executing this Agreement, the Contractor represents that it has carefully examined this Agreement and the other Contract Documents and understands their respective terms and conditions.

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, and all Work incidental to or reasonably inferable therefrom that is necessary to produce the results specified in the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

[☒] The date of this Agreement.

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

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

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

« »

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

Portion of Work	Substantial Completion Date
« »	

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall promptly commence and diligently prosecute the Work and substantially complete the entire Work of this Contract: *(Check one of the following boxes and complete the necessary information.)*

[☒] By the following date: « »

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
« »	

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.4.4 All time periods stated in the Contract Documents including, without limitation, the time periods for the commencement, prosecution, interim milestones, substantial completion, final completion and time periods for the delivery and installation of materials and equipment are of the essence of this Agreement.

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

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be the total lump sum amount of « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

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

Item	Price
« »	

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

Item	Price	Conditions for Acceptance
« »		

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

Item	Price
« »	

§ 4.2.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

« Contractor acknowledges that the Owner will suffer damages if the Contractor fails to timely achieve the Substantial Completion of the entire Work by the date of Substantial Completion identified in Section 3.4.1, subject to adjustments as provided in the Contract Documents ("Substantial Completion Date"). Further, Contractor acknowledges that the Owner's damages in the event of such delay will be difficult, if not impossible, to definitely ascertain and quantify at the time of contracting. Therefore, Contractor agrees that if Contractor fails to achieve Substantial Completion of the entire Work on or before the Substantial Completion Date, Contractor shall pay to the Owner as liquidated damages and not as a penalty an amount equal to One Thousand Dollars (\$1,000.00) per each calendar day beginning on the first calendar day after the Substantial Completion Date that the entire Work is not substantially complete and continuing for each calendar day thereafter that the entire Work is not substantially complete. Contractor hereby waives and relinquishes any claim that the liquidated damages as herein provided are a penalty and agrees that such liquidated damage amount is a fair and reasonable estimate of Owner's damages liquidated herein at the time of contracting. Owner may deduct such liquidated damages for delay from any unpaid amounts then or thereafter due to the Contractor under the Contract Documents. Any damages not so deducted from any unpaid amounts due the Contractor shall be payable immediately to Owner upon Owner's demand. »

§ 4.6 Other:

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

«None. »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment, including all supporting documentation required by the Contract Documents or the Construction Manager, submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and 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 preceding month.

§ 5.1.3 Provided that a draft "pencil" Application for Payment is submitted by the third day of a month and the actual Application for Payment along with all supporting documentation required by the Contract Documents or the Construction Manager is received by the Construction Manager not later than the «tenth» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «fifteenth» day of the «following» month. If the draft "pencil" or the actual Application for Payment along with all supporting documentation required by the Contract Documents or the Construction Manager is received by the Construction

Manager after the application date fixed above, payment of the amount certified shall not be made by the Owner and instead the untimely Application for Payment will be processed and paid with the next month's 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 and approved by the Construction Manager. The schedule of values shall reasonably reflect the actual value of each portion of the Work, shall not include "front-end loading" and shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values 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 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

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

«Five Percent (5%) »

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

« There shall be no reduction of retainage with the sole exception that if the Project involves phases, a potential reduction of retainage may be considered by the Owner in its sole discretion at the completion of each phase of the Project, if any, under the following conditions:

1. The Contractor shall have clearly delineated the proper values for Project Close-out within the Schedule of Values.
2. The Contractor shall request in writing the release of retainage associated with the Work of the completed phase.
3. The Contractor's request for release of phase retainage shall include the AIA G706 Contractor's Affidavit of Payment of Debts and Claims, the AIA G706A Contractor's Affidavit of Release of Liens, and the AIA G707 Consent of Surety for Final Payment for the Work included within the completed phase.
4. The Contractor shall have satisfactorily completed all punch list items for the completed phase.
5. The Contractor shall have provided for review by the Architect, the Construction Manager, and the Owner, all Operating and Maintenance Manuals, Warranty Manuals, and Record Drawings for the Work within the completed phase.
6. The Contractor shall have provided Owner training, as delineated in the Project Manual, for equipment, systems, and installations within the completed phase.
7. The Contractor shall submit for the release of retainage for the completed phase on a separate and dedicated Application for Payment which shall not include any contract balance payments.
8. The Contractor shall turn over any required attic stock at the conclusion of the last phase of the Project, unless mutually agreed earlier in the Project.
9. The Contractor shall meet all requirements for final completion and close-out, including but not limited to those listed in §9.10 of the General Conditions, prior to the release of all retainage and Project Close-out monies at the conclusion of the last phase of the Work.
10. Retainage funds will be held for a minimum of 60 days following completion of the Work included in the completed phase.

Reduction or release of retainage and the Project Close-out amount is contingent upon the satisfactory work, progress, and cooperation of the Contractor. The Owner reserves in its sole discretion the right to hold retainage and Project Close-out funds until all Work of the completed phase is complete, and may determine that retainage and Project Close-out funds will be held through the duration of the Project. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7 less 200% of the value of the Punch List Items, and Owner shall pay such retainage within 61 days following Substantial Completion of the entire Work.

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« »

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

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

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; and
- 3 all requirements for final payment as set forth in Article 9 of the AIA Document A232-2019 have been satisfied.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment.

« »

§ 5.3 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.)

« Zero Percent » % « 0 »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Intentionally Omitted.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☒] Litigation with the exclusive venue of such litigation being the state courts of Hendricks County, Indiana, and the parties hereby waive right to object to this exclusive venue. Each party further consents to the personal jurisdiction by said courts over it and hereby expressly waives, in the case of any such action, any defense thereto based on jurisdiction, venue or forum non conveniens.

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 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 A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

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

«Zero Dollars (\$0). »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

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

« »
« »
« »
« »
« »

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

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™–2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

<< >>

§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:

«§ 8.8.1 The Contractor is an independent contractor and in providing its services and Work under this Agreement shall not represent to any third party that its authority is greater than that granted to it under this Agreement.

§ 8.8.2 This Agreement may be executed in separate counterparts and delivered by facsimile or electronic scanned format, with the parties hereby acknowledging that each separately executed counterpart will be afforded the same force and effect as a duly signed original document, even if an executed counterpart is delivered only via facsimile copy or electronic scanned copy, and all fax, .pdf and electronic signatures shall be acceptable and binding on the parties. »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, as modified
- .2 AIA Document A132™–2019, Exhibit A, Insurance and Bonds Exhibit, as modified
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, as modified

- 4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

« »

- 5 Drawings

Number	Title	Date
« »		

- 6 Specifications

Section	Title	Date	Pages
« »			

- 7 Addenda, if any:

Number	Date	Pages
« »		

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

- 8 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

« »

OWNER *(Signature)*

« »« »

(Printed name and title)

« »

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

**HAMILTON SOUTHEASTERN SCHOOLS
BIDDER REMINDER LIST TO BE COMPLETED AND INCLUDED IN BID PACKAGE
FOR REVIEW AT BID OPENING**

- ☐ Properly and completely executed the Form 96 (Format) Bid Form, legibly and in non-erasable ink?
- ☐ Properly and completely executed the Supplemental Bid Form, legibly and in non-erasable ink?
- ☐ Company's Financial Statement (Part II, Section III)?
Note that the Non-Collusion Affidavit is part of the new Bid Form and is to be notarized.
- ☐ Included a certified check or bid bond?
Note: The bond must be signed by Surety and Principal
- ☐ Completed the alternate portions of the Bid Form?
- ☐ Indicated the Project Name, Bid Package No., and Description on the outside of your Bid Envelope?
- ☐ Acknowledged compliance with the Drug Policy as stated on the Bid Form?
- ☐ For any Bidder with a contract amount equal to or in excess of \$300,000, included in the Bid Envelope a copy of the Bidder's unexpired Certificate of Pre-Qualification from the Indiana Department of Administration (see A710-Instructions to Bidders).
- ☐ Walked the site, and understand the substantial completion date?
- ☐ Bidder provided evidence of legal authority to perform within the jurisdiction of the work?
- ☐ Understand Liquidated Damages clause and attend the Prebid walk-thru?

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

To: Hamilton Southeastern Schools
Administrative Offices
13485 Cumberland Road
Fishers, IN 46038

From (Bidder): _____

Address: _____

Telephone No.: _____

Date of Bid Preparation: _____, 2023.

The undersigned, having become familiar with all conditions of the project site, and having examined and become fully cognizant of the Project Manual and all associated Drawings and Addenda, hereby agrees to furnish all labor, materials, equipment, fixtures and incidentals required for the construction of the Project in conformance with the intent of the Construction Documents. Pursuant to these requirements, the undersigned submits the following Bid, which include all applicable taxes, overhead and profit:

2023 ASPHALT TRACK RENOVATIONS

BASE BID, provide and install Asphalt Track Renovations, as reflected in Plans and Specifications. Price shall be lump sum.

_____ Dollars (\$_____.____)
(written)

Bidders shall attach to this Bid Form the following documents:

- A fully executed Form 96, including the Non-Collusion Affidavit
- Appropriate Bid Security, as described in the Notice to Bidders

ALTERNATE BID

Alternate #1 – Polyurethane Track Coatings: The differential cost only between base-bid Latex track coatings and Polyurethane track coatings. All other scope items are unchanged. Price shall be lump sum.

_____ Dollars (\$_____.____)
(written)

Allowance:

Bidder acknowledges by submission of this Bid Form that **Allowance No. 1** is included within their Base Bid response as required and described within Specification Section 01210.

Time of Completion:

Presuming a Notice to Proceed is issued no later than May 12, 2023, the undersigned affirms the following Substantial Completion date for the Owner's use in determining the most responsive and responsible bid:

Date anticipated for Substantial Completion scope of work: _____

Addenda:

Receipt of Addenda issued to the Drawings and Project Manual is hereby acknowledged:

Addenda Nos.: _____

Supervisory Assignments:

Please indicate below the names of individual(s) responsible for Project Supervision:

Individuals and Sole Proprietors complete below:

IN TESTIMONY WHEREOF, the Bidder (an Individual) has hereunto set his hand this _____ day of _____, 2023.

Signature of the Individual Bidder: _____

Firms and Partnerships complete below:

IN TESTIMONY WHEREOF, the Bidder (a firm or partnership) has hereunto set their hands this _____ day of _____, 2023.

Name of firm or partnership: _____

By: _____

By: _____

Subscribed and Sworn to before me by
this _____ day of _____, 2023.

My commission expires: _____

Corporations complete below:

IN TESTIMONY WHEREOF, the Bidder (a Corporation) has caused this proposal to be signed by its President and Secretary, and affixed its Corporate Seal, this _____ day of _____, 2023.

Name of corporation: _____

President: _____

Secretary: _____

END OF SECTION 00200

PART 1 – GENERAL

1.01 SUMMARY

- A. The terms for construction shall be as stipulated in the “General Conditions of the Contract for Construction,” AIA Document A232-2019. Sample enclosed.
- B. References to Separate Prime Contractors within this Document shall be construed as referring to the General Contractor for the work.

END SECTION 00400

AIA[®] Document A232[™] – 2019

General Conditions of the Contract for Construction

for the following PROJECT:

(Name, and location or address)

« »
« »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

« »
« »

THE OWNER:

(Name, legal status, and address)

«Hamilton Southeastern Schools »
«13485 Cumberland Road »
«Fishers, Indiana 46038 »

THE ARCHITECT:

(Name, legal status, and address)

« »« »
« »

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- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT AND CONSTRUCTION MANAGER
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION

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- 10 PROTECTION OF PERSONS AND PROPERTY
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

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 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.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner 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 Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 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.

§ 1.1.10 Knowledge. The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, when used in reference to the Contractor, mean that which the Contractor knows, recognizes or discovers or, in exercising the care, skill, and diligence of an experienced contractor as required by the Contract Documents, that which the Contractor should know, should recognize or should discover. The phrase

"reasonably inferable" and similar terms in the Contract Documents mean reasonably inferable by an experienced contractor exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.1.11 Approved Equal. Material equipment, product or method approved by the Architect in writing for use in the Work, as being acceptable as an equivalent in essential attributes to the material, equipment, product, or method specified in the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The Contract Documents are to be read and interpreted as a whole. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work and to require Contractor to provide the highest quality and greatest quantity consistent with the Contract Documents. If there are inconsistencies within or among parts of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall provide the better quality or greater quantity of Work or comply with the more stringent requirement; either or all in accordance with the Architect's interpretation. The terms and conditions of this Section 1.2.1 shall not relieve the Contractor of any of its obligations of the Contract Documents including but not limited to Sections 3.2 and 3.7. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. The Owner shall not be required to make any adjustment to either the Contract Sum or Contract Time because of any failure by the Contractor to comply with the requirements of this Section 1.2.1. Actual or alleged conflicts or inconsistencies between or within the Drawings and Specifications or other Contract Documents shall be promptly brought to the Architect's and Construction Manager's attention in writing and prior to performing the affected Work. The Architect's and Construction Manager's written directions, as communicated through the Construction Manager, shall be followed by the Contractor.

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

§ 1.2.2 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.

§ 1.2.4 The Contractor and each of its Subcontractors shall evaluate, and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation, (1) the location, condition, layout, and nature of the site and surrounding areas, (2) prevailing climatic conditions, (3) available labor supply and cost, (4) availability and cost of materials, tools, and equipment, and (5) other similar issues. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section 1.2.4.

§ 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 ownership and intellectual property interests in the Drawings, Specifications and other documents prepared for the Project, shall be governed by the terms and conditions of the Agreement between Owner and Architect. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in

connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' or Owner's reserved rights.

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner 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 Section 4.2.1, 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 Work is to proceed as a no-lien Project in accordance with the laws of the State of Indiana regarding public projects. Contractor shall provide to the Owner both a Payment Bond and a Performance Bond as required by Indiana Code 36-1-12, et seq. The Contractor, for itself and for all who claim through the Contractor, acknowledges and agrees that this is a public project and, therefore, no lien shall attach to the real estate on which the Project is located or to any improvements now existing or to be constructed thereon in favor of the Contractor or any Subcontractor, mechanic, journeyman, laborer, material vendor, lessor of tools or equipment or any other party who may furnish work, materials, equipment, services, tools or machinery for the design or construction of improvements on the land. The Contractor shall also provide written notice of the no-lien status of this Project to all of its Subcontractors, material suppliers, equipment lessors and others that provide labor, material, equipment and/or services for the Project. Contractor shall defend, indemnify and hold the Owner harmless from any suit, lien, damages, losses or expenses, including reasonable attorneys fees, arising out of or relating to claims for payment for Work, labor, materials and/or services provided by or on behalf of Contractor at or for the Project and Contractor shall also take all available action to have any asserted lien released, bonded-off or otherwise removed from the Project. The Owner and Construction Manager shall notify the Contractor of any known attempts by a Subcontractor, sub-subcontractor, material supplier, equipment lessor or any other person or entity which has provided labor, material, equipment and/or services with respect to the Work to file a lien against the Project.

Further, Contractor shall cause any lien filed against the Project arising out of or relating to the Work to be removed or otherwise discharged within thirty (30) business days after receiving notice of such lien.

§ 2.2 Intentionally Omitted.

§ 2.3 Information and Services Required of the Owner

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

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

§ 2.3.3 The Owner shall retain a construction manager adviser 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.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 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. Contractor shall verify the established control lines and benchmark and notify Construction Manager in writing of any discrepancy before proceeding with the Work. Contractor shall provide such engineering and survey personnel necessary to lay out and locate all elements of the Work to be installed under this Contract.

§ 2.3.6 The Owner shall designate in the Agreement an authorized representative to act in the Owner's behalf with respect to the Project. The Owner's authorized representative shall endeavor to keep apprised of the status of the Project and shall endeavor to communicate, through the Construction Manager, decisions required of the Owner under the Contract Documents with reasonable promptness. The designation of the Owner's representative shall not relieve the Contractor of its duties and responsibilities under the Contract. The Owner's representative shall not have authority to modify the terms or conditions of the Agreement or these General Conditions, except by a written agreement executed between the Owner and the Contractor.

§ 2.3.7 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.

§ 2.3.8 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a twenty-four hour period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may consult with the Architect and Construction

Manager prior to taking any action authorized by this Section. The Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within ten (10) days after receipt of demand for same by Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 EXTENT OF OWNER'S RIGHTS

§ 2.6.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

§ 2.6.2 In no event shall the Owner or Construction Manager be deemed to have control over, charge of, or any responsibility for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the 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 2.3.5, with requirements of applicable standards, codes or ordinances, with the Contractor's own knowledge, expertise and experience and with standard construction practices, 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. Any errors due to Contractor's failure to verify all such grades, elevations, dimensions or locations or any other conditions at the site affecting the Work shall be promptly corrected by Contractor at no cost to Owner. 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 and shall be responsible for any defects that such thorough and careful review, study, and comparison should have revealed. 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 submit 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, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations including adverse effects to the Project Schedule. 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.

§ 3.2.5 If any Work deviates from the requirements of the Contract Documents, the Contractor shall be solely responsible for all resulting costs, damages, and expenses. No claim by Contractor (a) that the Work indicated was not constructable, or (b) that performing the Work in accordance with the Contract Documents would have caused or resulted in damages, shall be available to Contractor as a defense or a claim to reduce Contractor's liability or to increase the Contract Sum or the Contract Time, except to the extent such claim was made in writing to the Construction Manager prior to performing the Work or except if such defense or claim is expressly permitted elsewhere in the Contract Documents. This provision does not limit any other rights of Owner, Architect or Construction Manager or other obligations of the Contractor.

§3.2.6 In general, the Drawings are diagrammatic and schematic, and cannot indicate every offset, fitting, and accessory required for complete installation and to avoid all conflict with other trades. Contractor shall review the Drawings to verify spaces available and make reasonable modifications as approved by Architect, without extra costs to Owner. Contractor shall maintain headroom and other space requirements in all areas; and where such requirements appear inadequate, notify Architect in writing before proceeding.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise, direct and perform the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have sole control over, construction means, methods, techniques, sequences, safety precautions, programs (including, but not limited to, inclusive and exclusive responsibility for observing, implementing, and enforcing OSHA and IOSHA rules and regulations), and procedures; and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice in writing to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures; provided, however, in no event shall Contractor proceed in any manner that would violate applicable laws or regulations including but not limited to OSHA and IOSHA regulations. The Construction Manager will define and coordinate overall Project scheduling to which the Contractor shall adhere.

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

§ 3.3.3 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.

§ 3.3.4 The Contractor shall review all specified construction installation procedures including procedures recommended by manufacturers or reference standards cited. If the specified procedure deviates from accepted construction practice, or if the procedure will affect any warranties, including Contractor's general warranty, or is reasonably objected to by Contractor, Contractor shall advise Construction Manager in writing prior to performing

the affected Work, and the Contractor shall propose alternative procedures that are acceptable to Owner, after conferring with the Architect and Construction Manager, that will not affect the Contractor's warranty or any other warranty, or the Project Schedule.

§3.3.5 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 in writing by the Architect.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, supervision, 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may as set forth in Sections 3.4.2.1 and 3.4.2.2 make substitutions, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.2.1 If, after execution of the Contract and prior to submittal of applicable shop drawings, the Contractor desires to submit an alternate product in lieu of that specified or shown in the Contract Documents, the Contractor may do so only by submitting a substitution request on the substitution request form provided by Construction Manager. Contractor's substitution request constitutes a representation and warranty by Contractor that it complies with all of the following requirements: (1) Contractor has investigated the proposed product and determined that it meets or exceeds, in all respects, the requirements for the specified product; (2) Contractor shall provide the same warranty for the substituted product as for the originally specified product; (3) Contractor shall coordinate installation and make all other changes that may be required for the Work to be integrated and complete in all respects; and (4) Contractor waives claims for any additional costs which may subsequently become apparent.

§ 3.4.2.2 Substitutions and alternates may be rejected by the Owner, after conferring with the Architect and Construction Manager, without explanation and will be considered only under one or more of the following conditions:

- .1 as required for compliance with interpretation of code requirements or insurance regulations then existing;
- .2 specified products are unavailable, through no fault of the Contractor;
- .3 subsequent information discloses the inability of specified products to perform properly or to fit in the designated space;
- .4 the manufacturer/fabricator refuses to certify or guarantee the performance of the specified product as required; or
- .5 in the judgment of the Owner, a substitution would be in the Owner's best interests.

§ 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.

§ 3.4.4 In the event Owner and/or Construction Manager shall furnish any materials, labor, equipment or temporary site facilities (such as storage sheds, water, heat, light, power, toilets, hoists, elevators, inclement weather protection, ventilation), it shall be only to the extent specifically stated in the Contract Documents or by Change Order to the Contract. Whenever the Contractor uses the same, Contractor, its successors and assigns, agree to release, defend, indemnify and hold harmless Owner and Construction Manager, and their agents and employees, from and against all liability for injuries to persons, damage to property and any and all costs and expenses, including attorneys' fees, resulting from any claims or causes of action against Owner or Construction Manager, their agents or employees, arising from the use or occupancy of such items by Contractor, or its employees, agents, successors or assigns.

Unless otherwise specifically stated in the Contract Documents, whenever such items are provided they are provided "AS IS". For example, with materials delivered to the site, such materials are provided at the nearest point accessible by truck, with further handling or any other necessary action to be provided by Contractor; with moving or any other necessary action to be provided by Contractor.

§ 3.4.5 Contractor affirms and agrees that its hiring, employment and recordkeeping are and will at all times during performance of any of the Work remain in full compliance with the Immigration and Nationality Act, the Immigration Reform and Control Act and all other applicable federal, state and local laws, statutes, ordinances and regulations concerning employment eligibility and verification. Contractor agrees to indemnify and hold harmless the Owner and its employees and agents from and against any and all liabilities, costs and expenses, including but not limited to sanctions, penalties, assessments, attorneys' fees and expenses, in any way arising out of or relating to a breach of this Section by Contractor.

§ 3.5 Warranty

§ 3.5.1 In addition to all other warranties implied by law or expressed in the Contract Documents or elsewhere, 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 be performed in a good and workmanlike manner, will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. 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.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. Contractor shall perform the Work in such manner so as to preserve any and all manufacturers' warranties. Contractor shall secure warranties from Subcontractors, manufacturers and/or suppliers addressed to and in favor of the Owner and deliver copies of the same to the Construction Manager upon completion of the Work. At final completion of the Work, the Contractor shall assign to the Owner any and all manufacturers' warranties relating to materials and labor used in the Work. Delivery of said guarantees shall not relieve Contractor from any obligations assumed under any other provisions of the Contract.

§ 3.5.3 The Contractor's warranties shall not be affected by the specification of a product or procedure unless Contractor objects in writing promptly, and in any event before performing the Work in question affected by or related to such product or procedure, and advises the Architect and Construction Manager in writing of possible substitute products or procedures that are acceptable to the Owner which will not affect the warranty.

§ 3.5.4 The Contractor's warranties shall not be affected, diminished, or restricted by the limitations, restrictions, or conditions of a manufacturer, supplier or installer's warranty, including the expiration of any Uniform Commercial Code statute of limitations. Inability or refusal of a Subcontractor, supplier or installer responsible for defective Work to correct or warrant such Work, shall not relieve Contractor from performing under the warranty.

§ 3.5.5 This Warranty shall be in addition to and not in limitation of Section 12.2 or of other warranties, causes of action, rights or remedies required, implied or allowed by law, by the Contract Documents, or set forth in any manufacturer's warranty for products, materials, equipment, or systems.

§ 3.6 Taxes

§ 3.6.1 The Owner is exempt from Indiana sales and use taxes on all property or services which Owner acquires or uses for the Project. Further, neither sales nor use taxes apply to construction material for the Project, whether acquired directly by Owner or another on the Owner's behalf. The Owner shall issue a general sales tax exemption certificate to Contractor for the Project. Contractor is responsible for all applicable sales and use taxes on machinery, tools, equipment and supplies or other items (other than construction material) that Contractor uses to perform the Work. If taxes that could not have been anticipated by Contractor are imposed after execution of the Agreement, the Contract Sum will be adjusted by a Change Order.

§ 3.6.2 The Contractor shall accept and assume the liability for timely compliance with the payment of all assessments and taxes under State and Federal Social Security laws, Unemployment Insurance, and other similar laws which otherwise might impose liability on the Owner in connection with the work described in Contract.

§ 3.6.3 Gross Income Tax – Contractor represents and warrants that it and its Subcontractors and suppliers are not delinquent in the payment of gross retail and use taxes to the State of Indiana. In accordance with Indiana Code 5-22-16-4, this Agreement shall be cancelled by the Owner should the State of Indiana advise Owner that Contractor is delinquent in the payment of its gross retail and use taxes to the State of Indiana unless the Contractor within seven days of notice from the Owner provides to Owner a statement from the Indiana Department of Revenue that the Contractor's delinquent tax liability has been satisfied or has been released. Should the Contractor fail to timely provide said statement from the Indiana Department of Revenue to the Owner, the Contractor shall cease performing its Work and the Owner shall not be obligated to pay Contractor or otherwise be responsible for any of Contractor's costs and damages related to or arising out of the performance of Work and/or the cancellation of this Agreement and the Contractor shall be liable for any and all resulting costs and damages, including attorney fees. In the event of a conflict between this section and Indiana Code 5-22-16-4, Ind. Code 5-22-16-4 shall control.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by 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 or those otherwise identified in the Contract Documents as Contractor's responsibility. Two copies of each permit shall be delivered to the Construction Manager as soon as it is acquired. Likewise, two copies of all legal notices, records of licenses acquired for the project, and state or municipal authority certificates of inspection and occupancy, shall be delivered promptly to the Construction Manager.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders and all other requirements 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, lawful orders or any other requirements of public authorities, without providing timely written notice to Architect and Construction Manager prior to performing the affected Work, the Contractor shall assume full 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 7 days after first observance of the conditions. The Architect and Construction 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 that an equitable adjustment be made 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, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify in writing 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 project manager, superintendent and administrative staff who shall be in attendance at the Project site during performance of the Work and who shall provide proper administration, coordination, supervision and direction of all Work required under the Contract Documents. The project manager shall represent the Contractor, and communications given to the project manager shall be as binding as if given to the Contractor.

§ 3.9.2 Contractor shall submit within ten (10) days after the execution of this Contract to Construction Manager, in writing, for approval, the names, classification, experience and the Project function of all proposed key staff personnel. Contractor agrees that key staff personnel shall not be changed, or duties altered, without the approval of Construction Manager, unless such personnel become unsatisfactory to Owner or Construction Manager, or cease to be employed by Contractor. Should any personnel at any time be deemed unsatisfactory to Owner or Construction Manager, Contractor immediately shall provide replacement personnel subject to approval by Owner and Construction Manager. Contractor shall designate a representative who is knowledgeable regarding the status of the Work and who will be available for consultation on a twenty-four hour basis should the need arise. A representative from Contractor (and any Subcontractor designated by Construction Manager), with full authority to bind Contractor (and the Subcontractor), shall attend any and all meetings relating to this Project, as directed by Construction Manager or Owner.

§ 3.9.3 Construction Manager shall conduct weekly meetings at the site for the purpose of planning, scheduling, coordinating and reviewing the Work in all respects. Contractor shall have a representative at these meetings who is familiar with the status of the Work and who has the authority to make decisions and make commitments on behalf of Contractor. The Owner and Architect also may attend these meetings. Contractor is to report daily to the Construction Manager's project manager as to its daily activities and Work locations. Forms may be provided by Construction Manager for this purpose. Construction Manager may hold weekly safety meetings, in which event Contractor and its representatives shall be required to attend.

§ 3.9.4 A copy of the current Project Schedule shall be kept at Construction Manager's Project site office, and Contractor shall check the Project Schedule on a regular basis to identify for itself any adjustments thereto that may impact Contractor's performance of the Work.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 Contractor's Construction Schedule shall conform to the scheduling criteria set forth in the Contract Documents and the overall Project Schedule to be developed and maintained by Construction Manager, as said Project Schedule may be adjusted from time to time by Construction Manager in response to the current scheduling needs of the Project.

§ 3.10.1.1 Contractor's Construction Schedule shall utilize Critical Path Method analysis ("CPM") and shall include Milestone Dates for all major elements and phases of construction of the Work. To permit periodic and timely updating, the Contractor's Construction Schedule shall be developed using software acceptable to the Construction Manager. All Construction Schedules submitted to the Construction Manager shall be both in hard copy and electronic format acceptable to Construction Manager.

§ 3.10.1.2 Owner and Contractor agree that time is of the essence of this Agreement. Contractor shall prosecute its Work promptly and diligently in accordance with the Project Schedule approved by the Owner and Construction Manager, as said Project Schedule may be revised or modified from time to time by Construction Manager. Contractor, at its own expense, shall provide all necessary means (i.e., shift work, overtime, additional crews, additional materials, equipment, etc.) to maintain schedule or get back on schedule if Construction Manager determines that Contractor is or will fall behind schedule because of Contractor's fault, lack of performance or coordination. If Contractor does not provide such necessary means or does not achieve acceptable results, Owner may arrange for supplemental workforces or direct others to accelerate or both in accordance with Section 2.5. The cost of such supplemental workforces and acceleration, including additional services of the Construction Manager and Architect resulting therefrom, shall be charged to Contractor.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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 the 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 Upon the Owner's written request, the Contractor shall submit with each monthly Application for Payment an updated Construction Schedule (in both hard copy and an electronic format acceptable to Construction Manager) revised to reflect the current status of the Work, said updates being subject to the Construction Manager's review and approval. Receipt of these monthly updates if requested by the Owner shall be a condition precedent to any obligation of the Owner hereunder to make monthly progress payments to the Contractor. All updates to the Contractor's Construction Schedule shall conform to the Project Schedule as said Project Schedule may be revised and modified from time to time by the Construction Manager. The Contractor shall conform its performance of the Work to the most recent schedules approved or issued by Construction Manager.

§ 3.11 Documents and Samples at the Site

§ 3.11.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Construction Manager, Architect, and Owner during regular working hours. Further, with respect to the Project, Contractor shall maintain accounting records for Work authorized to be performed pursuant to unit costs, Work performed on a time and material basis and for other Work requiring specialized accounting records. Contractor shall review for accuracy and completeness any Record Drawings to be developed by the Architect from the "As-Built" drawings to be maintained by the Contractor as noted above. Contractor shall maintain and deliver to the Construction Manager for transmittal to the Owner upon completion of the Work, in a format acceptable to the Owner, all equipment information, applicable handbooks, maintenance and operation manuals and instruction and other related documents. Further, Contractor shall maintain a current roster of companies who have or are working on the Project, with names and telephone numbers of key personnel, said list to be delivered to the Construction Manager upon request and completion of the Work. Finally, Contractor shall maintain all reports, estimates, meeting minutes, logs, progress photos, sketches, recordings, computer data, accounting records, cost data, Subcontracts, purchase orders and other information, whether generated by or on behalf of the Contractor, received from the Construction Manager, Owner, Architect, Subcontractor or other parties involved with the Project, during the course of the Project and for a period

of twelve (12) years following Substantial Completion. Said documents shall be available for review, inspection and copying by the Owner and Construction Manager during regular business hours.

§ 3.11.2 Beginning with commencement of the Work, and at all times required by Construction Manager, Contractor shall furnish procurement reports, monthly reports, shop drawing logs, test reports and all other information required by Construction Manager. Upon commencement of the Work, Contractor shall submit a daily report form (form to be furnished by Construction Manager). This form shall be executed by Contractor's designated representative and submitted to Construction Manager by not later than noon of the subsequent work day.

§ 3.12 Shop Drawings, Product Data, and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect 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 Contractors, Separate 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 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 and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 No portion of the Work requiring submission of Shop Drawings, Product Data or Samples shall be commenced until the submittal has been reviewed by Construction Manager and Architect and appropriate action concerning the submittal has been taken by the Contractor as directed by the Construction Manager and the Architect and approved by the Construction Manager and Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect 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. Any such variation from the Contract Documents shall be noted prominently and in sufficient detail on both the transmittal document and on the submittal itself. The Contractor shall set forth, in writing, the reason for and description of the variation. If no variations are noted, issuance of the submittal shall constitute a representation by the Contractor to the Construction Manager and Architect that the submittal complies in all respects with the Contract Documents. Submittals are not Contract Documents. 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. The issuance of any submittal by the Contractor constitutes a certification by Contractor that each item has been reviewed in detail and is in full conformance with the Contract Documents unless expressly noted otherwise in writing by Contractor.

§ 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 notice, the Architect's approval of a resubmission shall not apply to such revisions.

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional and shall comply with the obligations of Section 3.12.11. 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, the Architect, and the Construction Manager shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

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

§ 3.12.11 If the Contract Documents applicable to Contractor's Work contain performance specifications that require Contractor to provide design services, Contractor agrees and represents that:

- .1 Such performance specifications are achievable by Contractor within the Contract Sum;
- .2 The Contract Sum includes the cost of all design services related to or required for achievement of the performance specifications;
- .3 Unless the Owner otherwise agrees in writing, all design services related to such performance specifications shall be performed by qualified and licensed architects, engineers and other design professionals ("Design Professional") selected and paid by Contractor;
- .4 Contractor shall:
 - (a) submit to Owner, Construction Manager and Architect, in writing, the names and qualifications of each proposed Design Professional, as requested by Construction Manager for Owner's approval;
 - (b) make no substitution of any Design Professional without the prior written consent of the Owner; and

- (c) if any such Design Professional is terminated or otherwise unavailable, provide the services of another qualified, licensed Design Professional against whom the Owner makes no reasonable objection.

§ 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, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall not operate outside the limits of construction at the Project site as designated in the Contract Documents ("Limits of Construction") without the prior written approval of the Owner. Any damage caused by the Contractor's operations outside the Limits of Construction shall be promptly repaired to the satisfaction of the Owner at no additional cost to the Owner.

§ 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.

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

§ 3.13.4 Contractor shall ensure that the Work, at all times, is performed in a manner that affords reasonable access by vehicles and pedestrians to areas adjacent to the Project site. The Contractor shall keep the Project site, all roads, sidewalks, parking areas, and thoroughfares on and adjacent to the Project site free from obstructions which might present a hazard, nuisance, or interference with vehicular or pedestrian traffic. The Contractor shall also work to prohibit dirt, mud and related materials from tracking on to sidewalks, parking areas and roads. When construction operations necessitate the closing of traffic lanes or sidewalks, the Contractor shall be responsible for arranging such closing in advance with the authorities having jurisdiction, the Owner and any adjacent property owners. The Contractor shall provide adequate barricades, signs, flagmen, traffic control personnel, and other devices for traffic guides and public safety. The Work shall be performed to the fullest extent reasonably possible in such a manner that areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions.

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

§ 3.13.6 This Section 3.13.6 shall only apply if the Project involves the renovation in whole or in part of a school or is adjacent to an existing school. The Contractor recognizes that the school shall remain in operation during performance of the Work. Accordingly, the Contractor shall cooperate with the Owner in scheduling and performing the Work to avoid unnecessary or unreasonable conflict, delay in or interference with the classes being held at the school and the Owner's other ongoing operations at or adjacent to the Project. It is critical that such classroom instruction and Owner's other operations not suffer any significant interference, including, without limitation, any interruption in utilities or unreasonable noise, dust, odor, vibration or hazardous condition. The Contractor shall perform the Work and limit its use of the Project site in such manner as to minimize any interference with Owner's classroom instructions, occupancy and operations in the school consistent with the Contract Documents and applicable building rules and regulations. Without limiting the generality of the foregoing, at no additional cost to Owner, the Contractor shall provide and apply continuous internal and external dust control, as required, to prevent the spread of dust and to avoid the creation of a nuisance at the Project site or in the surrounding areas as a result of construction activities. All ingress/egress from the Project site shall be maintained in a dry condition, and any mud tracked onto areas of the building or property of third persons shall be immediately removed and the affected area cleaned. The Contractor, Construction Manager, the Owner and its representatives, and the Architect shall regularly meet and communicate in order to coordinate the performance of the Work activity with the Owner's classroom instruction and other ongoing operations at the Project. The Owner shall have the right in writing to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the ongoing operation of the Owner's premises. The Contractor shall, upon the Owner's written request,

reschedule any portion of the Work affecting operation of the premises to hours when the premises are not in operation or as may be requested by the Owner. The Contractor may seek an extension of time as permitted by the Contract Documents for any such postponement or rescheduling of any performance of the Work and an equitable adjustment in the Contract Sum but only if (1) the performance of the Work was properly scheduled and coordinated by the Contractor in compliance with the requirements of the Contract Documents, (2) such rescheduling or postponement is required for the sole convenience of the Owner, and (3) the Contractor complies with the claim and notice requirements of Article 15.

§ 3.13.7 This Section 3.13.7 shall only apply if the Project involves the renovation in whole or in part of a school or is adjacent to an existing school. The Contractor shall be responsible for the school remaining secure at all times. All of the workers of Contractor and its subcontractors, whatever tier, at the Project site shall be clearly identified by company badges, t-shirts or other acceptable identification. The Contractor shall not permit on the Project site any of its employees as well as employees of its subcontractors, whatever tier, that have been convicted of any violent crimes or that are listed in the Indiana Sex and Violent Offender Registry and/or the National Sex Offender Registry. The Contractor and its subcontractors, whatever tier, shall conduct and maintain background criminal history reports of its workers on the Project site and shall make such reports available to the Owner upon its request. The Contractor shall include this requirement in all of its subcontracts with Subcontractors for this Project.

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

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its 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 and 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 with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, 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 in whole or in part by the negligent acts or omissions or other fault of the Contractor, a Subcontractor, or 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 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 E-Verify

The Contractor and subcontractors shall fully comply with all the E-Verify requirements set forth in Ind. Code 22-5-1.7. Accordingly, the Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program; provided, however, the Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists. The Contractor shall sign an affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. The Contractor and subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that the Contractor or subcontractor subsequently learns is an unauthorized alien. If the Contractor violates this Section, the Owner shall require the Contractor to remedy the violation not later than thirty (30) days after the Owner notifies the Contractor. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate this Agreement for breach of contract. If the Owner terminates this Agreement, the Contractor shall, in addition to any other contractual remedies, be liable to the Owner for actual damages. There is a rebuttable presumption that the Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility status of the employee through the E-Verify Program. If the Contractor employs or contracts with an unauthorized alien but the Owner determines that terminating this Agreement would be detrimental to the public interest or public property, the Owner may allow this Agreement to remain in effect until the Owner procures a new contractor. The Contractor shall, prior to performing any of the Work, require any subcontractor to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the E-Verify Program. The Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If the Contractor determines that a subcontractor is in violation of this Section, the Contractor may terminate its subcontract with the subcontractor for such violation. Such termination may not be considered a breach of this Agreement by the Contractor or the subcontractor.

§ 3.20 Public Works Requirements

§ 3.20.1 The Contractor and all subcontractors, whatever tier shall fully comply with all applicable public works requirements set forth in Indiana Code 5-16-13 and such requirements shall hereby be incorporated into this Contract.

§ 3.20.2 The Contractor must contribute in: (1) work performed by the Contractor's employees; (2) materials supplied directly by the Contractor; (3) services supplied directly by the Contractor's employees; or (4) any combinations of subdivisions (1) thru (3); at least fifteen percent (15%) of the Contract Sum as determined at the time the Contract is awarded.

§3.20.3 The Contractor and all subcontractors, whatever tier, shall submit to the Owner, before an individual who is required to be verified under IC 22-5-1.7 begins work on the Project, the E-Verify case verification number for the individual. An individual who is required to be verified under IC 22-5-1.7 whose final case result is final nonconfirmation may not be employed on the Project.

§3.20.4 The Contractor and all subcontractors, whatever tier, may not pay cash to any individual employed by such Contractor or subcontractor for work done by the individual on the Project.

§3.20.5 The Contractor and all subcontractors, whatever tier, must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and Ind. Code 22-2-2-1 through Ind. Code 22-2-2-8.

§3.20.6 The Contractor and all subcontractors, whatever tier, must be in compliance with Ind. Code 22-3-5-1 and Ind. Code 22-3-7-34.

§3.20.7 The Contractor and all subcontractors, whatever tier, must be in compliance with Ind. Code 22-4-1 through Ind. Code 22-4-39.5.

§3.20.8 The Contractor and all subcontractors, whatever tier, must be in compliance with Ind. Code 4-13-18-1 through Ind. Code 4-13-18-7.

§3.20.9 The Contractor and all subcontractors, whatever tier, must preserve their payroll and related records for a period of three years after completion of the project work and be open to inspection by the department of workforce development.

§3.20.10 If the Contractor or any subcontractor, whatever tier, employs 10 or more employees then any such Contractor and/or subcontractor must provide access to a training program applicable to the tasks to be performed in the normal course of the employee's employment. The Contractor or subcontractor may comply with this training requirement through any of the following: (i) an apprenticeship program; (ii) a program offered by Ivy Tech Community College of Indiana or Vincennes University; (iii) a program established by or for the Contractor or subcontractor; (iv) a program offered by an entity sponsored by the U.S. Dept. of Labor, Bureau of Apprenticeship and Training; (v) a program that results in the award of an industry recognized portable certification; (vi) a program approved by the Federal Highway Administration; or (vii) a program approved by INDOT.

§3.20.11 If the Contractor or a Subcontractor employs more than 50 journeymen, such Contractor and/or Subcontractor shall participate in an apprenticeship or training program that meets the standards established by or has been approved by any of the following: U.S. Dept. of Labor, Bureau of Apprenticeship and Training; the Indiana Department of Labor; the Federal Highway Administration; or INDOT.

§3.20.12 The Contractor and all subcontractors, whatever tier, whose respective contract is equal to or in excess of \$300,000 shall be qualified by the Indiana Department of Administration.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. The Architect and its professional engineer are the persons or entities licensed to practice architecture and to practice engineering. They will be respectively identified as such in the Owner-Contractor Agreement, and are referred to throughout the Contract Documents as singular in number and masculine in gender. The term "Architect" means the Architect or its authorized representative, and the term "Professional Engineer" means the engineer or its authorized representative. Nothing contained in the Contract Documents shall create any contractual relationship between the Architect or its Professional Engineer, and the Contractor or any Subcontractors involved in a Contractor's Contract.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 The Owner's retention of the Architect and the Construction Manager are for its own benefit and shall in no manner reduce or diminish the duties and obligations of the Contractor as set forth in accordance within the Contract Documents. 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 except as provided in the agreement between Owner and Construction Manager or the Owner/Architect Agreement, as applicable .

§ 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 and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide 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 and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule as said schedule is changed and modified from time to time by the Construction Manager. The Contractor shall cooperate with and perform its Work in accordance with the Construction Manager's coordination directions. The Contractor shall, when requested by Construction Manager, participate with other Multiple Prime Contractors, the Construction Manager and Owner in reviewing their respective Construction Schedules as the overall Project Schedule is changed and modified from time to time by the Construction Manager, subject to the Owner's review and approval. The Contractor's performance hereunder shall at all times conform with the overall Project Schedule, as said Project Schedule is changed and modified from time to time, by the Construction Manager. Further, the Contractor's performance hereunder shall at all times conform with the Contractor's Construction Schedule, as said Construction Schedule is revised and updated each month, subject to Owner's and Construction Manager's review and approval of such schedule as defined in Section 3.10.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, 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. The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall endeavor to include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 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 after notification to and consultation with the Owner to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the 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, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 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 other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other 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.

§ 4.2.11 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.

§ 4.2.12 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 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.

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

§ 4.2.14 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. Minor changes in Work, not involving an adjustment in a Contract Sum or an extension of a Contract Time that are not inconsistent with the intent of the Contract Documents, shall be effected by written order issued by Architect through the Construction Manager or the Construction Manager.

§ 4.2.15 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.

§ 4.2.16 The Construction Manager will assist the Architect in conducting inspections to determine the date or 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 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.

§ 4.2.17 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 the Project representatives shall be as set forth in the Owner/Architect Agreement.

§ 4.2.18 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.

§ 4.2.19 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.

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

§ 4.2.21 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, through 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.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice 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, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.3 Subcontractual Relations

By appropriate written agreement, 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 the responsibility for safety of the Subcontractor’s Work, that the Contractor, by these Contract 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 agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors. Upon request of Owner or Construction Manager, Contractor shall provide Owner and Construction Manager with a copy of any and all subcontract or sub-subcontract agreements requested by Owner or Construction Manager.

§ 5.4 Contingent Assignment of Subcontracts

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

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

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 may be equitably adjusted subject to the other terms and conditions of the Contract Documents. The Subcontractor shall not be entitled to any equitable adjustment if the Subcontractor is responsible, solely or concurrently, for the suspension of the Work.

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction 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, and with Separate Contractors.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other 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, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify in writing the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work and request instructions. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work and the Contractor shall be deemed to have expressly waived any claims it may otherwise have had with respect to such condition.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other 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, Separate Contractors, or other Contractors.

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

§ 6.2.5 The Owner, Separate Contractors, and other 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, Separate Contractors, other 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 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 may be issued by the Owner, after consultation with the 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 ordered by the Architect or the Construction Manager, but all such orders shall be issued in writing by the Construction Manager and shall be subject to the Owner's review and approval.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in Section 7.3, a change in the Contract Sum or Contract Time shall be accomplished only by Change Order. No course of dealing between the parties, nor express or implied acceptance of alternatives or additions to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts under the Contract Documents or for a change in any time period provided for in the Contract Documents.

§ 7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:

- .1 For the Contractor, the Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
- .2 For the Contractor, for Work performed by its subcontractor, ten percent (10%) of the amount due the subcontractor.
- .3 For each subcontractor or sub-subcontractor involved, for Work performed by its own force, ten percent (10%) of the cost.
- .4 For each subcontractor, for Work performed by its sub-subcontractors, five percent (5%) of the amount due the subcontractor.
- .5 Cost to which overhead and profits to be applied shall be determined in accordance with Section 7.3.4.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their priority can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontractors performing portions of the Work. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall also be itemized. In no case will a change involving over \$500 be approved without such itemization.

§ 7.2 Change Orders

§ 7.2.1 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;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 The Contractor's signature on a Change Order shall constitute a full, final, and complete waiver and settlement of any and all claims, demands, and causes of action that Contractor has, or may have in the future, arising out of or relating to the Change Order and the occurrences, acts, omissions, or events upon which the Change Order is based. No "reservation of rights" or other attempt by Contractor to preserve, notwithstanding Contractor's

signature on the Change Order, present or future claims arising out of or relating to the Change Order (or arising out of or relating to the cumulative effect of the Change Order in combination with other Changes Orders) shall be effective unless Owner and Contractor shall both agree, in a separate writing signed by both parties contemporaneously with Contractor's execution of the Change Order, to the specific terms, conditions, scope and duration of such reservation of rights.

§ 7.2.3 For purposes of preparing Change Orders, Contractor shall submit to Construction Manager a complete itemization of all costs required for the change in such form and detail as requested by Construction Manager.

§ 7.2.4 Contractor promptly shall respond to requests for proposals for changes requested by Construction Manager, and in any event shall provide a written itemized proposal in response to any such request within ten (10) days after such request is made to the Contractor.

§ 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:

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

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.4. 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change.

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager 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.

§ 7.3.7 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.

§ 7.3.8 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 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.

§ 7.3.11 Charges for transportation, handling, pricing, bonding, insurance or other overhead costs are compensated to the Contractor by the allowance of overhead described in Section 7.1.4 and will not be approved as additional cost. Project managers, superintendents, evaluators, estimators, and other supervisory and field officer personnel assigned to the Project are to be considered part of the overhead described in Section 7.1.4 and are compensated to the Contractor by the allowance for overhead and will not be approved as additional costs.

§ 7.3.12 The Owner and Construction Manager, or their designees, shall have the right to examine, inspect, copy and audit the books and records of Contractor or and any Subcontractor with respect to all changed Work in order to verify the accuracy, correctness, completeness and propriety of all costs and allowances claimed.

§ 7.3.13 Contractor shall make no claim for additional compensation in the absence of a fully executed Change Order or Owner signed Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect or Construction Manager will have authority, subject to the Owner's review and approval order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes will be effected by written order issued by the Construction Manager after consultation with the Architect and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 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, disrupted, impacted or accelerated at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner's own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, (collectively referred to as an "Excusable Delay") then the Contract Time shall be extended for such reasonable time as the Architect may determine; provided the Contractor provides to the Owner written notice within seven (7) days of the beginning of the event causing the claimed Excusable Delay. The Contractor's failure to provide timely notice shall be a waiver of any right by the Contractor to an extension of time and an adjustment in the Contract Sum as allowed under the Contract Documents.

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

§ 8.3.3 The Contractor shall furnish sufficient labor forces, materials, equipment, temporary heat, enclosures, and anything else reasonably required for the Work and protection thereof and shall work such hours including additional shifts, overtime, and weekends as may be necessary to insure the prosecution of the Work in order to meet the Substantial Completion Date and in accordance with the current Project Schedule. Should the Contractor fall behind the current Project Schedule or is in jeopardy of missing the Substantial Completion Date due to in whole or in part Contractor's fault, the Contractor shall take all such steps as may be reasonably necessary to improve his progress in order to meet the Substantial Completion Date and current Project Schedule including but not limited to increasing the number of laborers, shifts, working overtime, and/or working weekends, all without an increase in the Contract Sum.

§ 8.3.4 Owner, if it deems necessary, may direct in writing Contractor to work overtime or shift work, and, if so instructed, Contractor shall work said overtime or shift work, and, provided that Contractor is not behind the current Project Schedule due to in whole or in part Contractor's fault or is not otherwise in default of any other provisions herein, Owner shall pay Contractor for the actual and substantiated additional premium wages paid, plus taxes imposed by law on such additional wages, as a Change Order.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

§ 9.2.1 Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work and that shall reasonably reflect the actual value of each portion of the Work and shall not include "front-end loading". The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, approved by the Construction Manager, shall be used as a basis for reviewing the Contractor's Applications for Payment. The Construction Manager shall forward to the Architect the Contractor's schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and after approval by the Construction Manager, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment. Schedule of values shall be submitted on AIA Document G703. A line item shall be included on the Schedule of Values for "Project Close-out". The value of this line item shall be 2% of the Contract Sum or

\$5,000.00, whichever is greater. The portion of the Work related to this line item includes the preparation of Record Drawings, O & M Manuals, Warranties and other close-out related documentation necessary to complete all requirements of the Contract.

§ 9.3 Applications for Payment

§ 9.3.1 The Contractor shall timely submit each month to the Construction Manager a draft "pencil" Application for Payment and an itemized Application for Payment prepared in accordance with the schedule of values for Work completed the prior month. The form of each Application for Payment and the time in which it is submitted shall be consistent with the Contract Documents, the current requirements of the Indiana State Board of Accounts, the requirements of the Owner and the internal payment procedures adopted by the Owner. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Applications for Payment shall be submitted to the Construction Manager each month on original AIA forms G702 and G703. The final Application for Payment shall also be accompanied by the Approval of Surety. All applications shall be notarized and signed. Scanned documents in PDF format may be submitted for intermediate/partial Applications for Payment. Final Applications for Payment and/or an Application for Payment including retainage shall be original documents with "wet" signatures.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made only on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Applications for Payment that include materials of equipment stored off the site shall not be approved.

§ 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, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work. The Contractor shall be responsible for any material delivered to the site for which the Owner has title. Contractor shall be responsible for care, custody, and control of such material until it is incorporated into the Project. Each Application for Payment shall be accompanied by lien waivers or other documentation in a form approved by the Owner and provided to the Contractor by the Construction Manager. Contractor shall defend, indemnify and hold Owner, Construction Manager and Architect harmless hereunder against all damages and costs, including attorney's fees incurred in relation to any bond, personal liability notice, or lien claims made by any laborer, subcontractor, or supplier of Contractor at any tier (whether or not such claim is valid or successful).

§ 9.3.4 Partial payments will be made by the Owner only with the following notarized certification attached by the Contractor to its Application for Payment:

"The Contractor hereby certifies that all items are paid for which previous Certificates have been issued and payment received. The Contractor waives all lien rights for the total amount previously paid, and further represents that no person or party has any right to a lien or claim of non-payment on account of work performed or material furnished."

§ 9.3.5 Partial payments will be made by the Owner only if the Contractor provides to the Owner a partial waiver of lien with the following certification attached from any Subcontractor, Supplier or Manufacturer with a Contract in excess of \$10,000.00 making application for payment through Contractor:

"The Subcontractor hereby certifies that all items are paid for which previous Certificates for Payment have been issued and payments received. The Subcontractor waives all lien rights for the total amount previously paid and further represents that no person or party has any rights to a lien or claim of non-payment on account of Work performed or material furnished."

§ 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 (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided 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 is more than one Contractor performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives all of the Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Contractor's application with information from similar applications for progress payments from the other Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.2.1 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 (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in 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, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 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.

§ 9.4.6 The issuance of a 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 construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and 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 9.4.3 and 9.4.4 cannot be made or if the Contractor fails to provide all required supporting documentation. 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 9.4.2. 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 subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued and the Owner may withhold payment, to such extent as may be necessary 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 suppliers 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 or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time;
- .7 repeated failure to carry out the Work in accordance with the Contract Documents;
- .8 failure to submit the Construction Schedule in accordance with the Contract Documents or failure to submit periodic schedule reports prior to each Application for Payment;
- .9 failure to provide any documentation required to be submitted with the Application for Payment; or
- .10 breach by Contractor of any provisions of the Contract.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding payment or certification are removed, certification and payment will be made for amounts previously withheld.

§ 9.5.4 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 supplier 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. The Owner shall promptly issue payment for all amounts which are not in controversy.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than ten 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 Contractor shall submit with its Application for Payment written evidence that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work including but not limited to unconditional partial waivers of lien from Contractor and its Subcontractors and suppliers, for prior payments received, and the Owner's receipt of such waivers shall be a condition precedent to the Owner's obligation to issue payment to the Contractor. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers 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 or supplier, except as may otherwise be required by law.

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

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

§ 9.6.7 At the discretion of the Contractor, the retainage shall be held by the Owner or shall be placed in an escrow account with a bank, savings and loan institution, or the state as the escrow agent. The escrow agent shall be selected by mutual agreement between the Owner and the Contractor under a written agreement among the bank or savings and loan institution. The terms of any such escrow agreement shall be in accordance with the requirements of Ind. Code 36-1-12-14.

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

§ 9.7 Failure of Payment

If the 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' 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 shutdown, 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, with only minor punch list items yet to be completed.

§ 9.8.1.1 Project Closeout includes those activities leading to Substantial Completion and Final Completion of the Work. Project Closeout activities and requirements are specified in Division 1 of the Project Manual or elsewhere in the Contract Documents. To administer and conduct Project Closeout, the Contractor shall indicate a designated value as specified in Division 1 of the Project Manual or elsewhere in the Contract Documents.

§ 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

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 of all of the Contractors, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any and recommended by the Architect and Construction Manager, the Owner shall make payment sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. Owner shall, however, have the right to continue to withhold two hundred percent (200%) of the value of defective or uncompleted items ("Punch List Items"). The amounts so retained shall be paid on a monthly pro rata basis as the Punch List Items are satisfactorily corrected and/or completed. Owner shall also have the right to withhold payment in the event Contractor has not fully paid its Subcontractors, material suppliers, laborers or others furnishing services.

§ 9.8.6 Contractor may submit an Application for Payment for retainage less 200% of the value of the Punch List Items, and Owner shall pay such retainage within 61 days following substantial completion of the entire Work.

§ 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 Owner, provided such occupancy or use is consented to by the insurer 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 has accepted in writing the responsibilities assigned to it for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance. 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 is not required. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect 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 entire Work including all punchlist items, the Contractor shall forward to the Construction Manager a 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 shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final inspection, and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, 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 the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project 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, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner and (7) those items identified in Section 9.10.7. To the extent the Contractor intends to make final payment to certain of its Subcontractors out of the final payment to be received from the Owner, the Owner shall have the right to disburse such amounts by joint checks or the Contractor shall provide other assurance, in a form satisfactory to the Owner, that all its Subcontractors will be fully paid out of the final payment made by the Owner to the Contractor.. 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect 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 Intentionally Omitted.

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

§ 9.10.6 The date on the Architect's and Construction Manager's final Certificate for Payment shall establish the date of final completion.

§ 9.10.7 As a condition precedent to Contractor's entitlement to final payment hereunder, Contractor shall deliver to Construction Manager, for approval by the Architect, all warranties and guaranties required by the Contract Documents and as-built drawings and manuals assembled, bound and indexed, presenting for the Owner's guidance full details for maintenance and/or operation of all equipment, systems and materials installed in both a hard written copy as well as in electronic format, and all other close-out related documents required by the Contract Documents. Contractor shall also provide written confirmation that all start-up, testing and balancing of systems, equipment and other materials has been successfully completed in accordance with the commissioning requirements set forth in the Contract Documents. Contractor shall also provide thorough and detailed instructions at the Project site to Owner's personnel with respect to the proper maintenance and/or operation of all equipment, systems and materials. Contractor shall arrange for technical instructions to be given by qualified representatives of the manufacturers. Construction Manager will during the course of the Work review the Contractor's as-built drawings to ascertain that they are being kept current. Failure to maintain current as-built drawings will be grounds for Construction Manager

to reduce or withhold its certification of Contractor's Applications for Payment until such time as the as-built drawings are made current.

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 prior to commencing the Work. 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. The Contractor's safety program shall comply with all safety program requirements of all applicable laws, rules, regulations, as well as those established by the Construction Manager. Notwithstanding anything herein to the contrary, it is expressly acknowledged and agreed by Contractor that Contractor shall remain the controlling employer responsible for the safety programs and precautions applicable to the Work and the activities of others in areas designated to be controlled by Contractor. Contractor shall report to the Construction Manager and Owner, verbally and in writing, any injury or accident occurring at the site within 24 hours, or within a shorter period of time if required by law, and immediately report any accident or occurrence on the site which has caused death, serious injury or significant damage to the Project. Contractor acknowledges that Owner does not possess training and experience as to construction related safety requirements, procedures and precautions and, therefore, the Owner does not assume any duty relating to job site safety to the Contractor, other contractors, Subcontractors, Construction Manager, Architect, others performing work or services or otherwise visiting the job site or to any of their respective employees.

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .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, Separate Contractors, 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, including but not limited to "OSHA" and "IOSHA" laws, rules, and regulations. The Contractor agrees to defend, hold harmless and indemnify the Owner, Architect and Construction Manager against claims, fines, losses and expenses (including attorney's fees) arising out of or resulting in whole or in part from Contractor's failure to comply with the Contract Documents, legal safety requirements or other prudent or reasonable safeguards.

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

§ 10.2.4 The Contractor shall not use or store explosives or other hazardous materials or equipment without providing the Owner, Construction Manager and Architect with express written notification of same and only after having received Owner's express written consent to use or store such items.

§ 10.2.5 The Contractor shall promptly remedy damage and loss of 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. 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. Unless otherwise provided in the Contract Documents, this person shall be the Contractor's superintendent. The Contractor shall identify in writing to the Owner, Construction Manager and Architect the name and contact information for this person prior to performing the Work on the Project site.

§ 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. The structural framework or bearing walls of this Project are sized to support both the dead and the superimposed live load and be capable of supporting the people and the installations involved in the function thereof per area, but it is not calculated to provide for concentrations of unusual or eccentric stresses imposed by heavy construction or erection equipment or stacked concentrations of building materials placed thereon. Any intent by the Contractor to so place heavy equipment or materials during stages of construction shall require Contractor to engage a professional engineer and prepare calculations and drawings to be submitted to the Architect for approval and clearance before any such loads are imposed. The relevant cost of the engineering, the preparation, the additional labor and materials required to protect and secure the original building against any impairment resulting from demolition or heavy concentration(s) of construction materials or equipment loads shall be included in the Contract Sum.

§ 10.2.8 Injury or Damage to Person or Property

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

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

§ 10.3 Hazardous Materials

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, 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 have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 The Contractor shall not be responsible for 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 the Contractor shall be responsible to the extent that such claim, damage, loss or expense is due to the fault or negligence of the Contractor or its subcontractors, whatever tier.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract

Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 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; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as the first named insured and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 The Owner shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power. If such objection is made, the dispute shall be resolved as provided in Article 15. Owner, in good faith shall, in that case, make settlement with insurers in accordance with the final results of such dispute resolution procedure. If distribution of insurance proceeds by dispute resolution is required, the trier of fact will direct such distribution..

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager, Owner or Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

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

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

§ 12.2.5 Nothing contained in this Section 12.2 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 by Change Order as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the State of Indiana.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

§ 13.3.2 No action or failure to act by the Owner, 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 upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents, the Project Schedule, 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 pay for and provide geotechnical investigation completed during the design phase; if the Contractor requires additional borings, such testing shall be at the Contractor's expense. The Owner shall pay for and provide all hazardous material testing and remediation, as needed. The Owner shall pay for and provide all materials testing (compaction, concrete, grout, mortar, weld/bolt, etc.) for the first test only. With the exception of soft soil, any additional testing required for remedial work caused by failed materials testing shall be at the Contractor's expense.

§ 13.4.2 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 13.4.1, 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 of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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. Additionally, the cost of testing services required for the convenience of the Contractor in its scheduling and performance of the Work and testing services related to remedial operations performed to correct deficiencies during the performance of the Work shall be paid by the Contractor. Contractor shall be fully responsible for any and all delays to the Project Schedule as a result of such failures and subsequent re-tests.

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

§ 13.4.5 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.

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall not bear interest.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped; or
- .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 wrongfully failed to make payment on a Certificate for Payment that is properly due within the time stated in the Contract Documents.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the

Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, 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;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is in material breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by or under the control of the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever 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 and a final accounting is completed.

§ 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.

§ 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 under Section 14.3.1. Adjustment of the Contract Sum shall include profit on the Work performed. 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 in writing the Contract for the Owner's convenience and without cause.

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work including but not limited to, immediately transferring to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery, and tools acquired by the Contractor and paid for by Owner in connection with the performance of the Contract;
- .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; and
- .4 Deliver all plans, drawings, specifications, and other necessary information to the Owner.

§ 14.4.3 In case of such termination for the Owner's convenience, the following shall be the Contractor's exclusive remedies:

- .1 Reimbursement of all actual and substantiated expenditures and costs approved by the Owner as having been made or incurred in performing the Work;
- .2 Reimbursement of substantiated expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Contractor in performing the Contract; and
- .3 Payment of profit, insofar as profit is realized hereunder, or any amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work as of the termination date. In no event shall the Contractor be entitled to anticipated fees or profits on Work not required to be performed.

§ 14.4.4 All obligations of the Contractor under the Contract with respect to completed Work, including but not limited to all warranties, guarantees, and indemnities, shall apply to all Work completed or substantially completed by the Contractor prior to a termination for convenience by the Owner. Notwithstanding the above, any termination for convenience by the Owner or payments to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

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

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with Indiana law.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party with a copy sent to the Construction Manager and Architect. Claims by either party under this Section 15.1.3.1 shall be initiated within 7 days after occurrence of the event giving rise to such Claim or within 7 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

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

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

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Only claims which have an adverse effect on the scheduled completion of the Project, defined to cause an increase in the time length of the "critical path" of the Work, will be considered for an increase in the Contract Time.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the critical path of scheduled construction. In addition, the Contractor and its Claims for such adverse weather conditions shall comply with all of the following:

- .1** The Contractor shall not be allowed to claim weather delay days for those days in the U.S. Weather Bureau reports as the average number of days per month of inclement weather for the closest reporting station to Indianapolis, IN. (Latest available information). The Contractor shall have taken this number of days and the Project Schedule into account when entering into this Contract. Historical data for all areas may be obtained from:

U.S. Department of Commerce
National Climate Center
Federal Building
Asheville, NC 28801
Phone: (704) 259-0682
- .2** Inclement weather shall be defined as rain, snow, sleet, hail or other forms of precipitation that prohibit/halt/or otherwise inhibit the ability of the Contractor to make meaningful progress. If the Work has progressed to the point that inclement weather does not affect the progress of the Contractor, no delay can be claimed. No delay is allowed for the effect of inclement weather. The Contractor shall make provisions to overcome the effect of inclement weather (i.e. mud, snow, etc.).
- .3** The Contractor shall include in its bid a sufficient amount of money to cover the required manpower, equipment, protection, etc. to complete its Work in accordance with the Project Schedule, accounting for inclement weather. It is the Contractor's obligation to provide a copy of the "National Climatic Center" report with any weather delay filed. This includes the current information as well as the monthly averages available at the time of bidding.
- .4** The Contractor nor any Subcontractor shall be due any additional compensation for an extension of time granted the Contractor, or granted to another Prime Contractor for a weather delay extension. The Contractor may receive additional days only.

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

- .1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, loss of productivity, labor inefficiencies and for loss of profit including anticipated profit arising from the Work not performed.

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

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 The Contractor shall not make any public disclosure, press release or public presentation containing information relating to the Project without the prior written consent of the Owner.

§ 16.2 If any part of the Contract Documents are later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary,

prohibited or invalid, but the remainder of the Contract Documents shall not be invalidated and shall be given full force and effect insofar as possible.

§ 16.3 The Contractor hereby agrees to comply with all federal, state and local laws, rules, codes and regulations applicable to this Project.

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

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

§ 16.5 In accordance with Ind. Code § 36-1-12-20, IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems shall be incorporated into this Agreement and the cost for any trench safety systems shall be paid for (1) as a separate pay item; or (2) in the pay item of the principal work with which the safety systems are associated.

§ 16.6 STEEL PRODUCTS

§ 16.6.1 In accordance with Indiana Code § 5-16-8, if any steel products are to be used or supplied in the performance of Contractor's Work, only steel products as defined in Section 16.6.2 shall be used or supplied in the performance of this Agreement or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

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

§ 15.1.4 Continuing Contract Performance

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

§ 15.1.5 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 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, 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. Only claims which have an adverse effect on the scheduled completion of the Project, defined to cause an increase in the time length of the "critical path" of the Work, will be considered for an increase in the Contract Time.

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

- .1 The Contractor shall not be allowed to claim weather delay days for those days in the U.S. Weather Bureau reports as the average number of days per month of inclement weather for the closest reporting station to Indianapolis, IN. (Latest available information). The Contractor shall have taken this number of days and the Project Schedule into account when entering into this Contract. Historical data for all areas may be obtained from:
U.S. Department of Commerce
National Climate Center
Federal Building
Asheville, NC 28801
Phone: (704) 259-0682
- .2 Inclement weather shall be defined as rain, snow, sleet, hail or other forms of precipitation that prohibit/halt/or otherwise inhibit the ability of the Contractor to make meaningful progress. If the Work has progressed to the point that inclement weather does not affect the progress of the Contractor, no delay can be claimed. No delay is allowed for the effect of inclement weather. The Contractor shall make provisions to overcome the effect of inclement weather (i.e. mud, snow, etc.).
- .3 The Contractor shall include in its bid a sufficient amount of money to cover the required manpower, equipment, protection, etc. to complete its Work in accordance with the Project Schedule, accounting for inclement weather. It is the Contractor's obligation to provide a copy of the "National Climatic Center" report with any weather delay filed. This includes the current information as well as the monthly averages available at the time of bidding.
- .4 The Contractor nor any Subcontractor shall be due any additional compensation for an extension of time granted the Contractor, or granted to another Prime Contractor for a weather delay extension. The Contractor may receive additional days only.

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, loss of productivity, labor inefficiencies, and for loss of profit including anticipated profit arising directly from the Work.

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

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 The Contractor shall not make any public disclosure, press release or public presentation containing information relating to the Project without the prior written consent of the Owner.

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

§ 16.3 The Contractor hereby agrees to comply with all federal, state and local laws, rules, codes and regulations applicable to this Project.

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

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

§ 16.5 In accordance with Ind. Code § 36-1-12-20, IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems shall be incorporated into this Agreement and the cost for any trench safety systems shall be paid for (1) as a separate pay item; or (2) in the pay item of the principal work with which the safety systems are associated.

§ 16.6 STEEL PRODUCTS

§ 16.6.1 In accordance with Indiana Code § 5-16-8, if any steel products are to be used or supplied in the performance of Contractor's Work, only steel products as defined in Section 16.3.2 shall be used or supplied in the performance of this Agreement or any of the subcontracts unless the head of the public agency determines, in writing, that the cost of steel products is deemed to be unreasonable.

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

§ 15.2 Not used

PART 1 – GENERAL

1.01 WORK COVERED BY THE CONTRACT DOCUMENTS

This Project Manual contains specifications and requirements pertaining to the following project.

A. **2023 ASPHALT TRACK RENOVATIONS**

1. The primary Work of this Project includes milling and resurfacing of track pavements and replacement of coatings and striping.
2. Following award of the project, the successful Bidder shall be asked to produce a Schedule of Values that demonstrates the value of repairs.

B. Questions regarding the scope of the Work or Bidding procedures shall be directed to:

Fred Prazeau
CONTEXT, LLC
5825 Lawton Loop East Drive
Indianapolis, IN 46216
317-485-6900
fprazeau@context-design.com
chull@context-design.com

D. Project Schedule Requirements:

1. **2023 ASPHALT TRACK RENOVATIONS are desired at the earliest possible date.** Time is of the essence. The Owner reserves the right to consider schedule as part of determining the most responsive and responsible bid. More aggressive finish dates have financial and operational value to the School Corporation.
2. Schedule notes:
 - a. All Notice of Award for this project is anticipated on or about May 12, 2023
 - b. Shop drawings, submittals, and fabrication coordination are anticipated immediately following award.
 - c. Summer Break for the School Corporation ends August 8, 2023. An ideal response achieves Substantial Completion prior to this date.
 - d. Understanding time is of the essence, the Bid Form seeks clarity from Bidders regarding the earliest contractual date their response commits to.
 - e. All responses must achieve Substantial Completion no later than October 2, 2023.
3. The Owner is agreeable to construction progress during the school calendar pending a clear management plan is agreed to in advance by the Owner and Contractor. The Contractor will need to sequence operations in such a way that campus operations remain functional.
4. The Work of this Contract may run concurrently to other campus maintenance and repair contracts. The successful Contractor shall fully cooperate and coordinate with the Owner and other contractors that may be affected in the course of performing work.
5. A Pre-Construction Conference will be held within ten (10) business days of the Project Award to facilitate coordination and communication for the Project.
6. No work shall mobilize until the Contractor has all insurance, bonds, certifications and other necessary documentation in place with the Administrative Office of HSE Schools.

1.02 SPECIAL NOTICE

- A. The Contractor is hereby alerted that the work of this project is to be performed within the limits of existing HSE Schools property. The safety and security of the students, staff and parents must be first priority. The Contractor shall coordinate all construction access and activities with the School Corporation. Field verify all existing conditions, including any potential utility conflicts that could disrupt progress of fieldwork. The Contractor shall coordinate scheduling of all work with the Owner to avoid any conflicts with the Cooperation's ongoing activities. Any and all delays required to access the site must be anticipated and shall be included in the Contractor's initial bid.

1.03 CONTRACTOR'S DUTIES

- A. The Contractor is solely responsible to coordinate its work, all work of its subcontractors, and to cooperate with the Owner in the coordination of work to be completed by the Owner or other independent contractors employed by the Owner.
- B. Unless otherwise specifically noted, the Contractor shall provide and pay for all material, labor, tools and equipment required to execute the work.
- C. The Contractor shall comply with all Federal, State, and Local codes, ordinances, rules, regulations and other legal requirements of public authorities that bear upon the performance of the work.
- D. The Contractor is responsible for all measurements in the field and shall be responsible for the correct fit of the work. The Contractor shall coordinate this work with all other branches in such a manner as to cause a minimum of conflict or delay.
- E. The Contractor shall coordinate with delivery and installation dates of the work with the Owner, including any utility shutdowns required by the execution of the work.
- F. The Contractor shall notify the Owner of any testing to be accomplished one day prior to the test, to allow the Owner to schedule time to observe the tests.
- G. The Owner is exempted from State Sales Tax, and upon request will provide a sale tax exemption certificate to the Contractor. The Contractor shall place the tax exemption number on all invoices for materials incorporated into the work. Upon completion of the work, the Contractor shall furnish the Owner with a notarized affidavit stating that all materials purchased under the tax-exempt certificate were entitled to be tax exempt.

1.04 CONTRACTOR'S USE OF THE PREMISES

- A. The Contractor shall limit the use of the Owner's premise to those activities and areas immediately associated with the work. The Contractor shall coordinate with the Owner the location of temporary provisions (dumpsters, material staging areas, etc.).
 - 1. The Owner shall continue to occupy all adjacent areas for the duration of the project.
 - 2. The Contractor shall take all precautions necessary to protect existing facilities and their occupants during the construction period.

3. Board of School Trustees policy strictly prohibits the use of tobacco products on all property of HSE Schools. Failure to comply with this policy will be grounds for removal from the project site. There are no exceptions to this policy. Claims for delays or additional costs resulting from this policy will not be accepted.

1.05 PROJECT MEETINGS

- A. The following meetings shall be conducted for the mutual benefit of the Owner and the Contractor, and to expedite the completion of the work:

1. Pre-Construction Meeting:

A pre-construction meeting will be scheduled after the issuance of a Notice to Proceed and at a time convenient to both the Owner and the Contractor. The purpose of the meeting is to review:

- a. Tentative Construction Schedule.
- b. Critical work sequencing.
- c. Designation of responsible personnel.
- d. Procedures for processing field issues, including changes and clarifications.
- e. Payment procedures.
- f. Submittal of product information, shop drawings and similar information.
- g. Use of the Owner's premises, including material and equipment staging, parking and utilities.
- h. Emergency and safety procedures.
- i. Housekeeping.
- j. Working hours.
- k. Establish other meeting times as may be required.

2. Progress Meetings:

A Progress Meeting schedule shall be established at the Pre-Construction Meeting. Generally these meetings will be held every two weeks, depending upon the scope and nature of the work. The schedule and need for these meetings will be determined at the Pre-Construction Meeting. The purpose of these meetings is to review:

- a. Work performed since the last meeting.
- b. Current work being performed.
- c. Work planned for the period up to the next scheduled meeting.
- d. Status of the completed work as compared to the original project schedule.
- e. Coordination of work with other contractors on-site.
- f. Questions requiring resolution by any and all parties.

1.06 TEMPORARY PROVISIONS

- A. Contractor's temporary use of utilities:

1. Water: The Contractor shall be permitted to utilize the Owner's utilities for the provision of water. If the Contractor chooses to utilize the Owner's water supply the Contractor shall be responsible for providing all hoses, nozzles, backflow preventers or other devices or material required to allow the Contractor to distribute and apply water. Care shall be exercised in the efficient and economical use of the Owner's water source. Water shall not be allowed to run freely when not in specific use by the Contractor.
 2. Electrical Power: The Contractor shall be permitted to utilize the Owner's electrical service where practical. However, provision of temporary electrical power is the sole responsibility of the Contractor where Owner's electrical service is not available. In either case, the Contractor shall coordinate and pay for all transformers, poles, conduits, panels, meters etc., required by the utility and necessary for construction operations.
- B. Barricades and safety accessories:
1. The Contractor shall be responsible for the design, fabrication, installation and maintenance of all barricades, guards and other safety devices as may be required in the course of the work. All such devices shall meet or exceed all local, state and federal standards, regulations and requirements for such devices. The Contractor is fully responsible for any violations of such standards, regulations and requirements.

1.07 MATERIALS AND EQUIPMENT

- A. Deliver, store and handle all products, equipment and materials in accordance with the manufacturer's instructions. Protect all such products, equipment and materials from damage through weather, theft or vandalism.

1.08 WARRANTIES

- A. The Contractor shall warrant all work involved in this project for a period of two (2) years from the date of Owner acceptance, unless a more restrictive requirement is included within Technical Specifications. Such date shall be established through the issuance of a Certificate of Substantial Completion from the Owner to the Contractor.
- B. Warranty requirements:
1. Related Damages and Losses: When correcting failed or damaged warranted construction, the Contractor shall remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of the warranted construction.
 2. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, the Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 3. Replacement Cost: Upon determination that the work covered by a warranty has failed, the Contractor shall replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents.

4. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right sand remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitation on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

END OF SECTION 01100

PART 1 - GENERAL

1.1 Refer also to additional notes in the Drawings.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to Limits of Construction as noted in the Drawings and the Summary of Work.
 2. Owner Occupancy: Allow for Owner occupancy of adjacent site/buildings and maintain existing exiting requirements of building occupants.
 3. Where work is necessary outside the designated Limits of Construction, the Contractor shall closely coordinate required activities with the Owner and other Contractors that may be operating in these areas.
 4. Operating Hours: The Contractor may operate within the hours of 7:00am – 7:00pm, seven (7) days per week. No equipment or lighting shall be engaged outside of this window without prior approval of the Owner. Labor staging and coordination meetings may occur prior to 7:00am.
 5. Scheduling Note: Arrival and dismissal traffic at each school requires careful coordination by the Contractor to avoid interruptions of normal school activities.

1.3 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy areas immediately adjacent to Project Work Areas during the entire construction period. Cooperate fully with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations in adjacent areas.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01140

SECTION 01210 – ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing allowances.
 - 1. Certain materials and equipment are specified in the Contract Documents by allowances. In some cases, these allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
- C. Related Sections include the following:
 - 1. Division 1 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Landscape Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Landscape Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Landscape Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.5 UNUSED MATERIALS

- A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - 1. If requested by Landscape Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Landscape Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. **Allowance No. 1:** Include in the Base Bid a sum of **\$15,000.00** for potential project enhancements the Owner may choose to include during the course of work. Any expenditures of the Allowance value shall be expressly directed by the Owner. Any unused balance shall be returned to the Owner by change order near the end of the project.

END OF SECTION

SECTION 01230 – ALTERNATES

PART 1 - GENERAL

1.1 GENERAL

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work that may be added to any Base Bid package, subject to the Owner deciding to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to the Contract Sum to incorporate the alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into the Project.
 - 1. Include as part of each alternate miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
 - 2. Bidders shall provide Alternate Bid responses in addition to any Base Bid response.
- C. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates. Alternate Bids may be accepted by the Owner up to sixty (60) days after Bid Opening.
- D. Schedule: A schedule of Alternates is included at the end of this Section. These sections contain requirements for materials necessary to achieve the applicable work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- A. Schedule of Alternates for **2023 ASPHALT TRACK RENOVATIONS**, as follows:
 - 1. **ADD Alternate 1:**
Polyurethane Track Coatings: The differential cost only between base-bid Latex track coatings and Polyurethane track coatings. Price shall be lump sum.

END OF SECTION 01230

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets.
 - 2. Submit the Schedule of Values to the Landscape Architect at earliest possible date but no later than fourteen (14) days prior to the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide separate labor and material values for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name, location, and project number.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 4. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - 5. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

6. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
7. Stored Materials: The Owner will not approve payment for materials or equipment stored off-site.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Landscape Architect and paid for by the Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments may be made each month. The Contractor shall submit "wet" copies of each application to the Owner by the fifteenth (15th) of each month. A "pencil copy" of each application will be reviewed at the first Progress Meeting of each month, or at least three (3) days in advance of the Owner's deadline.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheet forms for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit a digital copy of signed and notarized Application for Payment to Architect by a method ensuring receipt. Include waivers of lien and similar attachments, when applicable.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Delays: Submit each Application for Payment with Contractor's waiver of mechanic's lien for construction period covered by the application.

- a. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Complete List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule
 4. Submittals Schedule.
 5. List of Contractor's staff assignments.
 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 7. Certificates of insurance and insurance policies.
 8. Performance and payment bonds.
 9. Information required in Division "0" of this Project Manual.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. All Project closeout documents.
 2. Evidence of completion of Project closeout requirements.
 3. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 4. Updated final statement, accounting for final changes to the Contract Sum.
 5. Evidence that claims have been settled.
 6. All Project Operations and Maintenance Manuals.
 7. All Project Record Documentation as outlined in Division "0" of this Project Manual.
 8. Consent of Surety documentation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01290

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by Architect, requested by Architect, and similar phrases.
- D. "Furnish": The term "furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- E. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- F. "Install": The term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- G. "Installer": An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- J. The term "experienced," when used with an entity, means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.
- K. "Project site" is the space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.
- E. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- F. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01420

PART 1 - GENERAL

1.1 EXECUTION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Existing Utilities: The existence and location of utilities and construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of all public and private utilities potentially affected by the scope of work.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
- D. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.
- F. Installation: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 - 2. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
 - 3. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- G. Progress Cleaning: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 4. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 5. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended.
 6. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 7. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. Protection of Installed Construction: Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- I. Correction of the Work: Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."
1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

END OF SECTION 01700

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specifications, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Completion of all deficient and incomplete items of Work.
 - 4. Instruction of Owner's staff in maintaining new construction.
 - 5. Preparation and submittal of Warranty information.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Division 2.

1.03 CONTRACTOR GUARANTEE

- A. The Contractor guarantees, by the acceptance of this Contract, that all Work furnished and installed will be free from any and all defects in workmanship and/or materials and that all apparatus will develop capacities and characteristics specified, and that if, during a period of one (1) year, or as otherwise specified, from date of certificate of substantial completion and acceptance of Work, any such defects in workmanship, materials or performance appear, the Contractor will, without additional cost, remedy such defects within a reasonable time to be specified in notice from the Landscape Architect. In default thereof, Owner may have such Work done and charge the cost to the Contractor.
- B. An inspection of the installed Work and/or equipment will be made just prior to the end of the stipulated guaranteed period and any installations and/or equipment which, in the opinion of the Landscape Architect and/or Owner, show undue wear, failure, incorrect operation, or otherwise do not conform to the letter and intent of the Contract Documents shall be repaired or replaced by the Contractor furnishing same at no additional cost to the Owner.

1.04 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting for certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.

- a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 2. Advise the Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 5. Discontinue and remove temporary facilities from the site, construction tools, and similar elements.
 6. Complete final cleanup requirements.
 7. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Landscape Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Landscape Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. Results of the completed inspection will form the basis of requirements for final acceptance.
 2. The Landscape Architect will repeat inspection once assured that the Work is substantially complete. The reinspection procedure is outlined as a part of final acceptance. Should the work not be complete and ready for reinspection as determined by the Landscape Architect, the Contractor shall be subject to compensating the Landscape Architect on a Time & Material Basis for all services relating to reinspection.

1.05 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit a copy of the Landscape Architect's inspection list of items to completed or corrected. The list shall be certified by the responsible Contractor indicating that each item has been completed or otherwise resolved for acceptance and is ready for re-inspection.
 2. Submit the final application for payment with releases and supporting documentation not previously submitted and accepted. This payment request shall include final additional changes to the Contract Sum. The following shall be attached with the payment request:
 - a. Contractor's Affidavit of Payment of All Debts and Claims: AIA Document G706.
 - b. Contractor's Affidavit of Release of Liens: AIA Document G706A.
 - c. Consent of Surety to Final Payment: AIA Document G707.
 - d. Bonds as required and as furnished by Subcontractors and suppliers.

- B. Re-inspection Procedure: The Landscape Architect will reinspect the Work upon receipt of certification that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Landscape Architect.
 - 1. Upon completion of re-inspection, the Landscape Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Landscape Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - 2. If necessary, re-inspection will be repeated at the Contractors expense.

1.06 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.07 SUBMITTALS

- A. Submit written warranties to the Landscape Architect prior to the date certified for Substantial Completion. If the Landscape Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of

Substantial completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Landscape Architect.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Landscape Architect within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Landscape Architect, for approval prior to final execution.
- B. Form of Submittal: At Final Completion compile two (2) copies of each required warranty properly executed by the Contractor, or by the Contractor, Subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

PART 2 – PRODUCTS

2.01 INSTRUCTIONS FOR THE OWNER’S PERSONNEL

- A. Prior to final inspection, instruct the Owner’s personnel in upkeep and maintenance of paving systems. Provide instruction at mutually agreed upon times.
 1. Notify the Landscape Architect of all dates scheduled for Owner instruction at least one (1) week prior to the instruction.
 2. Prepare and distribute to the Landscape Architect meeting notes summarizing the instruction and listing all individuals that were in attendance.

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01770

SECTION 32 12 16 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this Section.
- B. For Track and Field applications, all pavements shall comply strictly with the industry standards established by:

USA Track & Field (USATF), National Federation of State High School Associations (NFHS), International Association of Athletics Federation (IAAF), and American Sports Builders Association (ASBA).

1.2 SUMMARY

- A. This Section includes provisions for hot-mixed asphalt resurfacing.
 - 1. Mill approximately 1" depth from all track pavements, then resurface with 1.5" compacted depth of new Surface Course ready for track coatings. This additional depth shall ensure asphalt pavement inside Lane 1 is flush with the existing concrete perimeter curb. Because the existing asphalt below current coatings is artificially recessed ½", unintended water pocketing is occurring. Ensure positive drainage of newly paved surfaces before applying new track coatings and protect existing slot drains.
 - 2. Long Jump runway is too narrow to easily mill. Bidder shall remove and replace track coatings on the runway without being required to demolish existing pavement.
- B. This Section includes provisions for Select asphalt cut and patch conditions.
 - 1. Bidder shall assume that 300 linear feet of asphalt cut-and-patch will be required to remedy structural cracks after milling procedures. Cleanly sawcut and remove, or utilize a narrow-head milling machine, to extract an 18" to 24" wide band centered on identified cracks. Recompact existing stone aggregate, replace Intermediate and Surface Courses to be flush with adjoining pavements.
- C. This Section includes provisions for providing and replacing a long jump take-off board and tray. Subject to compliance with requirements, provide products from the following manufacturer, or approved equal prior to bidding.
 - 1. Long and Triple Jump Take-Off Board System Model No. #LTJTOB8, as manufactured by Sportsfield Specialties Inc. Delhi, NY 13753, Phone 1-888-975-3343.

2. Install per all manufacturer's recommendations. Include all accessories for a complete system ready for use, including but not limited to pilot holes, drainage weeps, braces, and forms required for installation and maintenance.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.
- C. Laboratory Test Reports: Submit laboratory reports for concrete materials and mix design as specified.

1.4 QUALITY ASSURANCE

- A. The Owner will select and pay for a qualified testing/inspection laboratory to perform testing services for asphalt paving in accordance with testing provisions as specified.

1.5 SITE CONDITIONS

- A. Weather Limitations: Apply tack coat when ambient temperature is above 50°F (10°C) and when temperature has not been below 35°F (1°C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct hot-mixed asphalt surface course when atmospheric temperature is above 40°F (4°C) and when base is dry. Base course may be placed when air temperature is above 30°F (minus 1°C) and rising.
- C. Grade Control: Establish and maintain required lines and elevations.

PART 2 - PRODUCTS

2.1 GENERAL MATERIALS

- A. Use locally available materials and gradations which exhibit a satisfactory record of previous installations.
- B. Coarse aggregate to be used in the base course shall be sound, angular crushed stone, crushed or uncrushed gravel, sand, stone, or other materials approved by the geotechnical engineer.

2.2 ASPHALTIC MATERIALS

- A. The coarse aggregate to be used in an asphaltic base course shall be sound, angular crushed stone, crushed or uncrushed gravel, or crushed slag, sand, stone, or slag screenings. Coarse aggregate shall be Class D or higher and conform to INDOT Standard Specifications. Base course may contain up to 25% reclaimed asphalt pavement (RAP).
- B. The coarse aggregate shall be crushed stone, crushed gravel, and sharp-edged natural sand. Surface coarse aggregates shall be Class B or higher. Surface course shall not contain RAP or RAS. Virgin Mix is mandatory.
- C. Use petroleum asphalt cement, PG 64-22 or viscosity graded asphalt cement AC-20 conforming to INDOT Standard Specifications. Material tickets may be required by the Owner to ensure satisfactory liquid content.
- D. The tack coat shall be a rapid-cure liquid asphalt or asphalt emulsion conforming to INDOT Standard Specifications.

2.3 ASPHALT-AGGREGATE MIXTURE

- A. Surface course: #11 / #12 blend, Virgin Mix, INDOT Type-A Surface.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. All areas where proposed asphalt meets existing shall be cleanly sawcut and smoothly transitioned together.
- B. Remove loose material from compacted subbase subgrade.
- C. Protect all adjacent concrete curbing, fencing, and related existing conditions and new improvements. Protect the playing surface from overspray and debris.
- D. Proof-roll prepared subbase to check for unstable areas and areas requiring additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving.
- E. Notify testing agency and Owner's representative of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive the stone subbase.
- F. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface. Apply between binder and surface courses of asphalt pavement.
- G. Allow to dry until at proper condition to receive paving.

- H. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

3.2 PLACING MIX

- A. General: Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225° F (107° C). Place areas inaccessible to equipment by hand. Place each course to required grade, cross-Section, and compacted thickness.
- B. Paver Placing: Place in strips not less than 10 feet wide, unless otherwise acceptable to Engineer. After first strip has been placed and rolled, place surface strips and extend rolling to overlap previous strips. Complete base course for a Section before placing surface course.
- C. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- D. Place mix in the thickness as shown on drawings.
- E. Tack Coat: Apply tack coat to surface of binder course prior to application of surface course. Apply tack course in conformance with 409 Indiana Department of Transportation Standard Specifications. Clean surface of binder course by power broom and/or other means prior to installation of tack coat.
- F. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other Sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.

3.3 ROLLING

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.

- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

3.4 WARRANTY

- A. Warranty completed work for two (2) years from date of acceptance.
- B. The Contractor shall remove and replace pavements stained by diesel fuel and/or oil prior to Final Acceptance of the project.
- C. Repair or replace any pavement failure other than that due to normal wear and tear or abuse during warranty period.

3.5 FIELD QUALITY CONTROL

- A. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness, surface smoothness, and placing temperatures will be done by the testing laboratory. Repair or remove and replace unacceptable paving as directed the Engineer or testing agency.
- B. Field tests for the asphalt mixes shall be extractions to determine aggregate gradations and bitumen content and density in addition to thickness and placing temperature.
 - 1. Perform at least one test for every 2,000 sq. ft. of paved area, but in no case fewer than one test.
- C. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding following allowable variations:
 - 1. Surface Course: Plus or minus 3/16 inch. Positive drainage is mandatory.

END OF SECTION

SECTION 32 18 23 – TRACK SURFACING – LATEX SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish and install REFLEX-1, PLEXIPAVE, or approved equal Running Track resilient surface system, over on a resurfaced asphalt pavement profile. Include surfacing on all currently track-coated finishes, including the track proper, the immediate track shoulder, the high jump area, and runways for long jump.
 - 1. Include new track coating for all existing and proposed track pavements and field event pavements.
 - 2. Latex coatings shall be Black in color.

1.2 RELATED SECTIONS

- A. Division 32 – Asphalt Paving.
- B. References
 - 1. National Asphalt Pavement Association (NAPA)
 - 2. USA Track & Field (USATF)
 - 3. National Federation of State High School Associations (NFHS)
 - 4. International Association of Athletics Federation (IAAF)
 - 5. American Sports Builders Association (ASBA)

1.3 QUALITY ASSURANCE

- A. Asphalt surface shall comply with the guidelines of the ASBA and NAPA for surface planarity and density.
- B. All liquid materials shall be from a single source and manufactured for the purpose of resilient track construction.
- C. The contractor shall record the batch number of each product used on the site and maintain it throughout the warranty period.
- D. The contractor shall provide the owner with an estimate of the volume of each liquid product and the weight of the rubber granule to be used on site.
- E. The installer shall be an Authorized Applicator of the specified surface system.
- F. A manufacturer's representative shall be available to help resolve material issues.

1.4 SUBMITTALS

- A. Current material safety data sheets (MSDS) for the liquid components.
- B. A certificate from the manufacturer of the binders, adhesives and coatings stating that all materials have been produced specifically for use in sports surfacing construction.
- C. A complete list of materials intended to be used in the construction of the running track system. All liquid quantities will be prior to dilution.
- D. Reference list from the installer of at least 5 projects of similar scope done in each of the past three years.
- E. Product substitution: If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1,000 hours and IAAF test information for the system to be installed.
- F. Alternative Products: Should an alternate bid product be presented by a Vendor for consideration by the Landscape Architect, that system shall comply with all manufacturer recommendations for a high performance, durable system.

1.5 MATERIAL HANDLING AND STORAGE

- A. Store material in accordance with manufacturer's specifications and MSDS.
- B. Deliver products to the site in original, unopened containers with labels attached.
- C. All surfacing materials shall be non-flammable.

1.6 GUARANTEE

- A. The installer and the materials manufacturer shall supply a warranty covering labor and materials respectively. The warranty period shall be for three (3) years, including all labor and materials, plus replacement of any striping or furnishings displaced by repairs.
- B. All test reports will be contracted directly by the Owner with the testing agency.

1.7 INSTALLER QUALIFICATIONS

- A. Installers shall be routinely engaged in the construction and surfacing of running tracks.
- B. Installer shall be an authorized applicator of the specified system.
- C. Installer shall be a builder member of the ASBA.
- D. Provide written proof of bonding capacity for the total amount of the athletic surfacing, if subcontracted, upon the request of the Landscape Architect.

1.8 MANUFACTURER QUALIFICATION

- A. Material supplier shall certify that the materials provided are manufactured specifically for construction and surfacing of running tracks.
- B. Manufacturer shall be a member of the ASBA.

PART 2 - PRODUCT

2.1 MANUFACTURER

- A. REFLEX-1, PLEXIPAVE, or approved equal Running Track resilient surface system:
 - 1. The identified manufacturers and systems have been utilized as a basis for quality and execution of the athletic surfacing requirements. It is NOT intended to limit competition. Other manufacturers and installers are encouraged to submit qualifications and technical data to demonstrate equality of their system.
 - 2. Subject to compliance with all aspects of this specification, the following Pre-Identified installers may submit equivalent surfacing systems for consideration. Other companies will be reviewed on an as-requested basis up to ten (10) days prior to Bid Opening.
 - a. LESLIE COATINGS
 - b. REESE SEALCOATING
 - c. MIDWEST TRACK BUILDERS
 - d. PCC SPORTS
- B. Any materials used must be an emulsion/water-based product. Any products which require solvents such as MEK, Butyl Cellusolve or Acetone for clean up or mixing are unacceptable.
- C. Materials must have a VOC less than 150g/lit. for binder products. Top coats shall have a VOC of less than 100g/lit. measured by EPA method 24.
- D. Materials may not have a flash point of less than 200°F.

2.2 MATERIALS

- A. Rubber Granules: Specifically graded 3-6, 2-4 & 1-3MM SBR particles for job mixing with the Binder. The Owner will not accept stranded rubber.
- B. Water: The water to be used in the mixture must be fresh and potable
- C. The installer will provide to the Landscape Architect a materials list prior to the installation of the volume of materials to be used on the project. The list will include the following:
 - 1. Specified thickness 8 MM.
 - 2. Pounds of Rubber 9.5 lb. sq./y SBR
 - 3. Gallons of CP-4125 (Undiluted) .05 gal. / sq.yd.
 - 4. Gallons of Black Binder (Undiluted) .57 gal. per / sq. yd.
 - 5. Gallons of Black Coating (Undiluted) .1 gal. / sq.y

- D. The installer will furnish the Landscape Architect with a proof of delivery that the correct volume of product has been provided. The installer will also verify that a sole manufacturer has supplied all binders and coatings.

PART 3 - EXECUTION

3.1 WEATHER LIMITATIONS

- A. Ambient and surface temperatures must be 50°F and rising.
- B. Installation should not be conducted during rainfall or when rainfall is imminent.
- C. Do not apply when surface temperature is in excess of 140°F.

3.2 SURFACE PREPARATION

- A. Provide required asphalt courses as described and specified in Specification Section 32 12 16.
- B. New asphalt shall be allowed to cure for a minimum of 14 days prior to the application of any surfacing materials.
- C. The surface must be thoroughly cleaned of all loose dirt and debris prior to resilient coatings.

3.3 RESILIENT SURFACE INSTALLATION

- A. After curing and preparation the asphalt shall be primed/tack coated with CP-4125 at the rate of 0.05 gal/sy. by means of an air diaphragm pump. Do not allow material to puddle on the asphalt surface.
- B. Apply consecutive layers of dry 3-6mm, 2-4mm & 1-3mm Black SBR granules to the tack coated surface by mechanical spreader or by hand. Avoid leaving dry rubber granules more than one layer thick.
- C. Apply Binder at the rate of 0.567 gallon per sq. yd. by means of an air diaphragm pump. Care should be taken to uniformly spray the granules so they are fully encapsulated.
- D. Apply coating at the total rate of 0.1 gallon per square yard. Product shall be applied in two applications by an air diaphragm pump spray unit. One application shall be applied clockwise, the other counter-clockwise.

3.4 MARKING AND MEASUREMENTS

- A. Restore all existing markings following rebuffering. Markings shall include all events and marks required or recommended by the National Federation of State High Schools, including all updates and rule changes that may be adopted prior to Substantial Completion.

- B. Wait 48 hours after surface completion before applying line marking. The installer shall:
1. Locate and establish all control points and radii via a licensed Surveyor.
 2. Layout all lines and markings to tolerances set forth by ASBA and governing body requirements.
 3. Prepare all necessary drawings.
 4. Provide all computations and measurements in organized form.
 5. Establish all locations on the curves using a Transit or Theodolite capable of reading direct to 20 seconds.
 6. Identify all markings, where appropriate, by painting the identification directly onto the track surface in 4" letters just below or in front of each mark in the right-hand portion of the lane.
 7. Paint all of the large, 3' high, lane numbers in alternating colors of 'white' and 'yellow', utilizing shadowed backgrounds. Confirm final paint colors during submittal process.
 8. All lines shall receive sufficient paint to assure complete opacity and uniformity of color. Provide multiple coats until opacity is fully achieved.
 9. Paints shall be used directly from original containers and shall be thinned only when hot temperatures dictate thinning for smooth applications.
 10. Amount of paint used shall be as recommended by the manufacturer.
 11. Line paint shall be 100% acrylic latex. All measurements shall be made by competent, experienced and qualified personnel utilizing accurate transit data.

END OF SECTION

SECTION 32 18 24 – TRACK SURFACING – POLYURETHANE SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish and install Spurtan BS - Polyurethane bound running track surface with basemat and structural spray finish, or approved equal prior to bidding, over on a properly prepared track pavement and field event pavements.
 - 1. Poly coatings shall be Black in color.
 - 2. Poly coatings are identified as an Alternate Bid item. See 'Bid Form', plus additional details found within the 'Alternates' subsection.

1.2 RELATED SECTIONS

- A. References
 - 1. National Asphalt Pavement Association (NAPA)
 - 2. USA Track & Field (USATF)
 - 3. National Federation of State High School Associations (NFHS)
 - 4. International Association of Athletics Federation (IAAF)
 - 5. American Sports Builders Association (ASBA)

1.3 QUALITY ASSURANCE

- A. Asphalt surface shall comply with the guidelines of the ASBA and NAPA for surface planarity and density.
- B. All liquid materials shall be from a single source and manufactured for the purpose of resilient track construction.
- C. The contractor shall record the batch number of each product used on the site and maintain it throughout the warranty period.
- D. The contractor shall provide the owner with an estimate of the volume and weight of each product to be used on site.
- E. The installer shall be an Authorized Applicator of the specified surface system.
- F. A manufacturer's representative shall be available to help resolve material issues.

1.4 SUBMITTALS

- A. Current material safety data sheets (MSDS) for all components.

- B. A certificate from the manufacturer of the binders, adhesives and coatings stating that all materials have been produced specifically for use in sports surfacing construction. All polyurethanes used must be manufactured by an ISO 9001 Certified company.
- C. A complete list of materials intended to be used in the construction of the running track system.
- D. Reference list from the installer of at least 5 projects of similar scope done in each of the past three years.
- E. Product substitution: If other than the product specified, the contractor shall submit at least seven (7) days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1,000 hours and IAAF test information for the system to be installed.
- F. Substitute Product Performance: Should a substitute bid product be presented by a Vendor for consideration by the Landscape Architect, that system shall comply with all manufacturer recommendations for a high performance, durable system.

1.5 MATERIAL HANDLING AND STORAGE

- A. Store material in accordance with manufacturer's specifications and MSDS.
- B. Deliver products to the site in original, unopened containers with labels attached.
- C. All surfacing materials shall be non-flammable.

1.6 GUARANTEE

- A. The installer and the materials manufacturer shall supply a warranty covering labor and materials respectively. The warranty period shall be for five (5) years, including all labor and materials, plus replacement of any striping or furnishings displaced by repairs.
- B. All test reports will be contracted directly by the Owner with the testing agency.

1.7 INSTALLER QUALIFICATIONS

- A. Installers shall be routinely engaged in the construction and surfacing of running tracks.
- B. Installer shall be an authorized applicator of the specified system.
- C. Installer shall be a builder member of the ASBA.
- D. Provide written proof of bonding capacity for the total amount of the athletic surfacing, if subcontracted, upon the request of the Landscape Architect.

1.8 MANUFACTURER QUALIFICATION

- A. Material supplier shall certify that the materials provided are manufactured specifically for construction and surfacing of running tracks.
- B. Manufacturer shall be a member of the ASBA.

PART 2 - PRODUCT

2.1 MANUFACTURER AND MATERIALS

- A. Spurtan BS or Equal System
 - 1. The identified manufacturer and system has been utilized as a basis for quality and execution of the athletic surfacing requirements. It is NOT intended to limit competition. Other manufacturers and installers are encouraged to submit qualifications and technical data to demonstrate equality of their system.
 - 2. Subject to compliance with all aspects of this specification, the following Pre-Identified installers may submit equivalent surfacing systems for consideration. Other companies will be reviewed on an as-requested basis up to ten (10) days prior to Bid Opening.
 - a. LESLIE COATINGS
 - b. MIDWEST TRACK BUILDERS (Plexitrac Accelerator)
 - c. FISHER TRACKS (Stobitan SC)
 - d. BEYNON SPORTS SURFACE (BSS 100 System)
 - e. MID-AMERICAN SPORTS CONSTRUCTION
 - f. ICP / CALIFORNIA SPORTS SURFACES (Plexitrac Accelerator)
- B. Spurtan BS Running Track Surface: Polyurethane bound permeable SBR Broadcast with structural spray finish. The basemat is paved at an average finish depth of 10 mm. Two coats of a one component Qualipur structural spray mixed at a rate of 60% liquid to 40% EPDM spray rubber are then applied. The final depth for the Spurtan BS track system is a minimum of 13 mm.
 - a. Qualipur Polyurethane primer
 - b. SBR Broadcast Rubber
 - c. Qualipur Polyurethane binder
 - d. EPDM Spray Rubber
 - e. One-Component Qualipur Structural Spray
- C. The installer will furnish the Landscape Architect with a proof of delivery that the correct volume of product has been provided. The installer will also verify that a sole manufacturer has supplied all binders and coatings.

PART 3 - EXECUTION

3.1 WEATHER LIMITATIONS

- A. Ambient and surface temperatures must be 50°F and rising.
- B. Installation should not be conducted during rainfall or when rainfall is imminent.

- C. Do not apply when surface temperature is in excess of 140°F.

3.2 PREPARATION

- A. Protect existing pavements, fencing, gates, and adjacent surfaces from damage.
- B. Provide and install a black Spurtan BS synthetic surfacing system at 13 mm thick, with permeable paved mat and structural spray. The base layer is a paved in place rubber granule and a Qualipur polyurethane binder basemat.
 - 1. Two coats of a mixture of colored Qualipur polyurethane and Melos EPDM spray rubber, or approved equivalent, are then structurally sprayed onto the base to form a textured finish.
- C. Rubber (SBR Broadcast): The basemat rubber shall be specifically graded Styrene Butadiene Rubber (SBR). SBR is to be dried to no less than 2.5% moisture and sealed in bags.
- D. Basemat Binder: The basemat shall be bound by a moisture-cured, Qualipur polyurethane, compatible with the basemat rubber. No asphaltic emulsions or epoxies are allowed in the basemat. Installation of the basemat shall take place with a specially designed track-paving machine to an average finish depth of 10 mm. No sprayed basemat systems will be allowed.
- E. One-Component Structural Spray: The basemat shall be coated by a one component, solvent based, Qualipur polyurethane resin based, structural spray mixed with Melos spray rubber, or approved equivalent.

3.3 RESILIENT SURFACE INSTALLATION

- A. The entire asphalt surface shall be clean and free of dirt, oil, grease or any other matter that could negatively affect adherence. Any dirt, construction debris etc. shall be pressure washed off prior to commencing with track coatings.
- B. Prime entire surface area with a compatible Qualipur polyurethane primer. Qualipur 1020 for asphalt and Qualipur 1220 for concrete or over an existing surface at an approximate rate of .16 kg/m² (.30 lbs/yd²).
- C. Basemat is to be applied at an approximate total rate of 10.17 kgs/m² (18.75 lbs/yd²). 8.13 kgs/m² (15.00 lbs/yd²) of SBR broadcast rubber combined with 2.03 kgs/m² (3.75 lbs/yd²) of a Qualipur polyurethane binder is needed to achieve an average finished depth of 10 mm. The installation of the basemat is to take place using a paving machine that is specifically designed for this type of application.
- D. The one component Qualipur structural spray should be mixed with Melos EPDM spray rubber (or approved equivalent) at a rate of 60% structural spray to 40% rubber. The mixture should be sprayed in two layers at .97 kgs/m² (1.80 lbs/yd²), each coat for a total consumption rate of approximately 1.95 kgs/m² (3.60 lbs/yd²) minimum.

3.4 MARKING AND MEASUREMENTS

- A. Wait 72 hours after surface completion before applying line marking, unless otherwise approved by the surfacing installer.
1. Locate and establish all control points and radii via a licensed Surveyor.
 2. Layout all lines and markings to tolerances set forth by ASBA and governing body requirements.
 3. Prepare all necessary drawings.
 4. Provide all computations and measurements in organized form.
 5. Establish all locations on the curves using a Transit or Theodolite capable of reading direct to 20 seconds.
 6. Identify all markings, where appropriate, by painting the identification directly onto the track surface in 4" letters just below or in front of each mark in the right-hand portion of the lane.
 7. Paint all of the large, 3' high, lane numbers in alternating colors of 'white' and 'yellow', utilizing shadowed backgrounds. Confirm final paint colors during submittal process.
 8. All lines shall receive sufficient paint to assure complete opacity and uniformity of color. Provide multiple coats until opacity is fully achieved.
 9. Paints shall be used directly from original containers and shall be thinned only when hot temperatures dictate thinning for smooth applications.
 10. Amount of paint used shall be as recommended by the manufacturer.
 11. Line paint shall be fully compatible with the polyurethane coating system. All measurements shall be made by competent, experienced and qualified personnel utilizing accurate transit data.
 12. The markings shall include all events and marks required or recommended by the National Federation of State High Schools, including all updates and rule changes that may be adopted prior to Substantial Completion.

END OF SECTION

SECTION 32 92 00 – TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Seeding of disturbed areas.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for excavation, filling and backfilling, and rough grading.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for turf grass, native grasses and plugs, identifying source, including name and telephone number of supplier.
- C. Product Certificates: For soil amendments and fertilizers, signed by product manufacturer.

- D. Qualification Data: For landscape installer.
- E. Material Test Reports: For existing surface soil and imported topsoil.
- F. Planting Schedule: Indicating anticipated planting dates for each type of planting.
- G. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of lawns and meadows during a calendar year. Submit before expiration of required maintenance periods.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn and meadow establishment.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; deleterious material; pH; and mineral and plant-nutrient content of topsoil.
 - 1. Report suitability of topsoil for lawn growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil.
- D. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.7 SCHEDULING

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: April 1 to May 30
 - 2. Fall Planting: August 15 to September 30

- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

1.8 LAWN MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Seeded Lawns: One (1) year from date of Substantial Completion.
- B. Maintain and establish lawn by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth lawn.
 - 1. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch. Anchor as required to prevent displacement.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawn uniformly moist to a depth of 4 inches (100 mm).
 - 1. Schedule watering to prevent wilting, ponding, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water lawn at a minimum rate of 1 inch (25 mm) per week.
- D. Mow lawn as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 40 percent of grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1. Mow grass 1-1/2 to 2 inches (38 to 50 mm) high.
- E. Lawn Post-fertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) to lawn area.

PART 2 - PRODUCTS

2.1 SEED

- A. Provide seed mixture composed of freshly produced grass seed, proportioned as follows:
 - a. 50 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 30 percent chewings red fescue (*Festuca rubra* variety).
 - c. 20 percent perennial ryegrass (*Lolium perenne*).

* Follow all manufacturer's recommendations for application procedures and seed bed preparation. No noxious weed seed.

2.2 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 5 percent organic material content; free of stones 1 inch (25 mm) or larger in any dimension and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site. Verify suitability of stockpiled surface soil to produce topsoil. Clean surface soil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - a. Supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches (100 mm) deep; do not obtain from agricultural land, bogs or marshes.

2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: Class T, with a minimum 99 percent passing through No. 8 (2.36-mm) sieve and a minimum 75 percent passing through No. 60 (0.25-mm) sieve.
 - 2. Class: Class O, with a minimum 95 percent passing through No. 8 (2.36-mm) sieve and a minimum 55 percent passing through No. 60 (0.25-mm) sieve.
 - 3. Provide lime in form of dolomitic limestone.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 (3.35-mm) sieve and a maximum 10 percent passing through No. 40 (0.425-mm) sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- G. Sand: Clean, washed, natural or manufactured, free of toxic materials.

2.4 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm)

sieve; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- C. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
- D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.5 PLANTING ACCESSORIES

- A. Selective Herbicides: EPA registered and approved, of type recommended by manufacturer for application.

2.6 FERTILIZER

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.7 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm)

sieve; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
- C. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic; free of plant-growth or germination inhibitors; with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- D. Nonasphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application; nontoxic and free of plant-growth or germination inhibitors.
- E. Asphalt Emulsion: ASTM D 977, Grade SS-1; nontoxic and free of plant-growth or germination inhibitors.

2.8 EROSION-CONTROL MATERIALS (see Erosion Control Specification)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive lawns and grass for compliance with requirements and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 1. Protect adjacent and adjoining areas from hydroseeding overspray.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 LAWN PREPARATION

- A. Limit lawn subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 4 inches (100 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 1. Apply fertilizer directly to subgrade before loosening.
 2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.

- a. Delay mixing fertilizer with planting soil if planting will not proceed within two days.
 - b. Mix lime with dry soil before mixing fertilizer.
 3. Spread planting soil mix to a minimum depth of 4 inches (100 mm), but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a. Spread approximately one-half the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 2 inches (50 mm) of subgrade. Spread remainder of planting soil mix.
 - b. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
 1. Remove existing vegetation. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least 6 inches (150 mm). Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 4 inches (100 mm) of soil. Till soil to a homogeneous mixture of fine texture.
 - a. Apply fertilizer directly to surface soil before loosening.
 3. Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- E. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 1. Do not use wet seed or seed that is moldy or otherwise damaged.
- B. Sow seed at the rate of 3 to 4 lb/1000 sq. ft. (1.4 to 1.8 kg/92.9 sq. m), or as required to achieve the performance requirements of successful germination and coverage.
- C. Rake seed lightly into top 1/8 inch (3 mm) of topsoil, roll lightly, and water with fine spray.

- D. Protect seeded areas with slopes exceeding 1:6 with erosion-control fiber mesh and 1:4 with erosion-control blankets installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre (42 kg/92.9 sq. m) to form a continuous blanket 1-1/2 inches (38 mm) in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Bond straw mulch by spraying with asphalt emulsion at the rate of 10 to 13 gal./1000 sq. ft. (38 to 49 L/92.9 sq. m). Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.
- F. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak and scatter uniformly to a depth of 3/16 inch (4.8 mm) and roll to a smooth surface.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with non-asphaltic or asphalt-emulsion tackifier.
 - 2. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply mulch at a minimum rate of 1,500-lb/acre (15.3-kg/92.9 sq. m) dry weight but not less than the rate required to obtain specified seed-sowing rate.

3.6 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 3 by 3 inches (62 by 62 mm).
- B. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

3.7 RESTORATION AND RECOVERY OF UNSATISFACTORY LAWNS

- A. The Contractor shall submit a full Maintenance Program, in writing, to the Owner detailing restoration procedures and schedules if the initial seeding fails to achieve successful lawn establishment. The following tenets (adapted from Purdue University's *Maintenance Calendar for Indiana Lawns*) shall form the foundation of the Program.

MONTH	PRACTICES	NOTES
March	Watch for snow mold damage as snow recedes.	Snow mold is possible under snow or matted leaves, rake infected area to help dry out.

April	<p>Mow at 2.5" – 3.5".</p> <p>Apply a pre-emergence herbicide if crabgrass has been a problem in the past.</p>	<p>Begin mowing as soon as lawn greens up and begins growing.</p> <p>Use a product containing little or no nitrogen. Any N in the product should be a slow-release form such as sulfur- or polymer-coated urea, urea formaldehyde, or a natural organic. Avoid applying more than 0.75 lbs N/1000 s.f.</p>
May	<p>Continue mowing at 2.5" – 3.5".</p> <p>Aerification and/or power raking if needed.</p> <p>Apply 0.75-1.0 lbs. N/1000 s.f.</p> <p>Spot spray dandelions with a broadleaf herbicide.</p> <p>Watch for red thread in slow-growing lawns.</p>	<p>Frequent mowing is needed during this time to avoid removing more than 1/3 of the leaf blade during a single mowing.</p> <p>Aerification will help alleviate compaction and thatch while power raking will help alleviate only thatch.</p> <p>Use a product containing mostly slow-release N, but do not fertilize now if fertilizer was applied with a pre-emergence herbicide in April.</p> <p>Wait until flowering to apply herbicide in spring. Safer and more efficient dandelion control is achieved with broadleaf herbicide applications in October.</p> <p>Red thread can be minimized with fertilizer application.</p>
June	<p>Continue mowing at 2.5" – 3.5".</p> <p>Irrigate as needed.</p> <p>Watch for red thread, dollar spot in slow-growing lawns.</p> <p>Apply post-emergence herbicide if undesirable amount of crabgrass develops.</p>	<p>Irrigate thoroughly, then do not water again until the first signs of drought stress are seen.</p> <p>If disease outbreak is severe, consider applying 0.5-0.75 lbs N/1000 s.f.</p> <p>Follow label directions carefully, and do not apply when temperatures are over 80°F or to drought-stressed turf.</p>
July	<p>Continue mowing at 2.5" – 3.5".</p> <p>Irrigate as needed.</p> <p>Apply 0.75 lbs N/1000 s.f.</p> <p>Start scouting for white grubs.</p>	<p>Fertilize only on irrigated lawns or during summers with above average rainfall and use a product containing slow-release N.</p> <p>If lawn has a history of white grub damage, consider applying insecticide containing Merit in early July.</p>
August	<p>Continue mowing at 2.5" – 3.5".</p> <p>Irrigate as needed.</p> <p>Reseed thin or bare areas starting in the middle of August.</p> <p>Watch for rust in slow-growing lawns.</p> <p>Continue scouting for white grubs.</p>	<p>Optimum seeding window is August 15 – September 15 in central IN. In such a condition that the initial seeding procedures fail to achieve a successful lawn condition, slit seeding may be utilized as an in-fill technique to improve germination.</p> <p>Irrigate to encourage growth, and if disease outbreak is severe consider applying 0.5-0.75 lbs N/1000 s.f.</p> <p>If grubs are found or lawn has a history of white grub damage, consider applying insecticide containing Merit in early August.</p>
September	<p>Continue mowing at 2.5" – 3.5".</p> <p>Irrigate as needed.</p> <p>Watch for rust in slow-growing lawns.</p> <p>Watch for white grub damage.</p>	<p>Irrigate to encourage growth, and if disease outbreak is severe consider applying 0.5-0.75 lbs N/1000 s.f.</p> <p>If grub damage is found, increase irrigation and consider application of the insecticide Dylox.</p>

October	Continue mowing at 2.5" – 3.5". Irrigate as needed. Control dandelions and other broadleaf weeds now.	Continue as long as grass is growing and to mulch tree leaves into turf. Spot sprays or blanket applications of broadleaf herbicides containing 2,4-D, dicamba nad MCPP are most effective.
November	Continue mowing at 2.5" – 3.5". Apply 1.5 lbs N/1000 s.f.	DO NOT reduce the mowing height for the last few mowings. Continue mulching tree leaves into the turf. Use a fast-release N product such as urea and apply after the final mowing but while the grass is still green.

- B. Redundant Coordination: Should the Contractor fail to achieve successful turf establishment as a result of inattention, poor timing or general lack of effort as determined by the Landscape Architect, the Consultant's time and travel expenses will be reimbursed by the Contractor for multiple site/punch visits and additional coordination or administration required to overcome shortcomings.

3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period and remove after lawn is established.
- C. Remove erosion-control measures after grass establishment period.

END OF SECTION 329200