

*Volume 1 of 1*  
**PROJECT MANUAL**

**PROJECT**

Christian County High School Landscape Package  
5185 Fort Campbell Boulevard  
Hopkinsville, KY 42240

**OWNER**

Christian County Schools  
Board of Education  
200 Glass Avenue, Hopkinsville, KY 42240



**ARCHITECT**

HA FER  
101 East Second Street  
Owensboro, KY 42303  
P: 270-926-1331



**CONSTRUCTION MANAGER**

Alliance Corporation  
116 East College Street  
Glasgow, KY 42141  
P: 270-651-8848

**TABLE OF CONTENTS**  
**PROJECT MANUAL**  
**CHRISTIAN COUNTY HIGH SCHOOL – LANDSCAPE PACKAGE**  
**BG #22-104**

**SECTION**

001000	Invitation for Bids
KDE	Instructions to Bidders (AIA KDE A701, 1997)
001020	Certificate of Product Compliance for Proposed Substitutions
KDE	Form of Proposal
KDE	General Conditions of the Contract for Construction (AIA KDE A232 /CMA-2009)
003000	Affidavit of Assurances
	Non-Collusion Affidavit
KDE	Contract Agreement (Standard Form of Agreement Between Owner and Contractor (AIA KDE A132/CMA-2009)
KDE	Purchase Order
SC	Special Conditions
KDE	Performance Bond and Payment Bond (AIA, KDE A312-2010)
004000	Drawing Index

**DIVISION 1   GENERAL REQUIREMENTS**

010000	Site Conditions
010100	Summary of Work
010260	Unit Prices
010350	Modification Procedures
010500	Sequencing & Scheduling of the Work
011000	Project Coordination/Contractor Responsibilities
011500	Field Engineering
012000	Project Meetings
013000	Electronic/Digital Submittals, w/processing letter
014000	Codes, Standards and Industry Specifications
014100	Structural Testing/Inspection Agency Services
015000	Construction Facilities and Temporary Controls
015713	Temporary Erosion and Sediment Control
015730	Exterior Dust Control
015750	Environment Requirements for Construction Procedures
016000	Project Record Documents
016260	Substitutions
016500	Progress Payment and Contract Closeout Procedures
017000	Cutting and Patching
017100	Cleaning
017400	Warranties and Bond
017500	Reference Standards and Definitions
017900	Demonstration and Training
018000	Alternates
018999	Prevailing Wages
019000	Language Specific to Individual Bids

INVITATION FOR BIDS  
CHRISTIAN COUNTY HIGH SCHOOL LANDSCAPE PACKAGE  
HOPKINSVILLE, KENTUCKY

The Christian County Board of Education will receive sealed bids for the NEW CHRISTIAN COUNTY HIGH SCHOOL LANDSCAPE PACKAGE project. Bids will be received at the Christian County Board of Education, 200 Glass Avenue, Hopkinsville, KY 42240 where the bids will be publicly opened and read aloud. All bids must be received on or before September 23, 2025 at 2:00 p.m. (local time).

Copies of plans and specifications and the Form of Proposal and Proposal Envelope must be requested from the Construction Manager, Alliance Corporation, 116 E. College Street, Glasgow, KY 42141 (phone 270/651-8848, fax 270/651-2915). All bids shall be submitted only on the Form of Proposal and in the Envelope prepared by the Construction Manager. The Proposal Envelope will have the Project and respective Bid Package(s) number affixed

Plans and specifications may be examined at the following locations:

- **Office of the Owner**, Christian County Board of Education 200 Glass Avenue, Hopkinsville, KY 42240

Alliance Corporation is the Construction Manager for this project, acting as agent for the Owner and acting in the Owner's behalf in soliciting your proposal. Each successful Bidder shall execute a Contract directly with the Owner and not with the Construction Manager.

Each Proposal shall be accompanied by a certified check, cash or bidders bond, executed by the Bidder and Surety Company, IN THE SUM OF NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE BASE PROPOSAL. The bid security is required as a guarantee that if the Proposal is accepted a Contract will be immediately entered into and the performance of it properly secured.

Proposal Forms must be properly filled out. No qualifying letters or statements will be considered. No bidder may withdraw a Bid submitted for a period of sixty (60) days after the date set for the opening of Bids.

In the event the Bidder to whom the Contract is awarded fails to execute a satisfactory Contract and Bond, he shall be eliminated and shall forfeit their certified check, cash or Bid bond and shall be liable for the loss occasioned by the owner by such failure.

A pre-bid conference will be held September 17, 2025 at 11:00 a.m. (local time) at the jobsite located at 5185 Fort Campbell Boulevard, Hopkinsville, KY 42240.

Any Bid which is not received on a timely basis or in the proper form shall be returned unopened.

Bid Package 025 – Seeding and Sod

Bid Package 026 – Plantings

There are major material items within the various Bid Packages, which will be bid through the respective Contractor but purchased direct by the Owner. Interested material suppliers should contact the Construction Manager (Alliance Corporation) for the names of contractors who have expressed an interest in the Bid Packages involved.

CHRISTIAN COUNTY BOARD OF EDUCATION

**(END SECTION 001000)**





# Kentucky Department of Education Version of **AIA Document A701™ – 1997**

## *Instructions to Bidders*



This version of AIA Document A701™–1997 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A701–1997 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A701–1997 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as “AIA Document A701™– 1997, Instructions to Bidders — KDE Version,” or “AIA Document A701™–1997 — KDE Version.”

# Kentucky Department of Education Version of AIA Document A701™ – 1997

## Instructions to Bidders

for the following PROJECT:  
(Name and location or address)

CHRISTIAN COUNTY HIGH SCHOOL – LANDSCAPE  
Hopkinsville, KY

THE OWNER:  
(Name, legal status and address)

Christian County Board of Education  
200 Glass Avenue  
Hopkinsville, KY 42240

THE ARCHITECT:  
(Name, legal status and address)

Hafer PSC  
21 SE 3rd Street, Suite 800  
Evansville, IN 47708

### TABLE OF ARTICLES

- |    |  |
|----|--|
| 1  | DEFINITIONS  |
| 2  | BIDDER'S REPRESENTATIONS   |
| 3  | BIDDING DOCUMENTS  |
| 4  | BIDDING PROCEDURES   |
| 5  | CONSIDERATION OF BIDS  |
| 6  | POST-BID INFORMATION   |
| 7  | PERFORMANCE BOND AND PAYMENT BOND  |
| 8  | FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR   |
| 9  | PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]   |
| 10 | TAXES  |
| 11 | POST BID REVIEW AND MATERIAL SUBMITTAL   |
| 12 | EQUAL EMPLOYMENT AND NONDISCRIMINATION   |
| 13 | CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION<br>[Reference KRS 45A.455] |
| 14 | KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]                           |
| 15 | KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]   |



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

## **ARTICLE 1 DEFINITIONS**

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

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

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

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

**§ 1.5** The Base Bid is the sum stated in the Form of Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids. The Base Bid shall include all labor, material, bonds, and the cost of all direct purchase orders for material to be purchased by the Owner

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

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

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

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

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

**§ 2.1** The Bidder by making a Bid represents that:

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

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

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

1. The submission of a Bid will be construed as evidence that a site visit and examination of local conditions have been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made will not be recognized.

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

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 Copies**

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

### **§ 3.1.2 (Not Used)**

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

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

**§ 3.2 Interpretation or Correction of Bidding Documents**

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

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

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

**§ 3.3 Substitutions**

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

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

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

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

**§ 3.4 Addenda**

**§ 3.4.1** Addenda will be transmitted to all who are known by the Architect and Construction Manager (if utilized) to have received a complete set of Bidding Documents.

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

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

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

**ARTICLE 4 BIDDING PROCEDURES**

**§ 4.1 Preparation of Bids**

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

**§ 4.1.2** All blanks on the Form of Proposal shall be legibly executed in a non-erasable medium.

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



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

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

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

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

#### **§ 4.2 Bid Security**

**§ 4.2.1** Each Bid greater than \$25,000 shall be accompanied by bid security in the form of a Bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments 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.

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

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

#### **§ 4.3 Submission of Bids**

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

**§ 4.3.2** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids as indicated in the Advertisement or Invitation to Bid or any extensions thereof made by Addendum. Bids received after the closing time and date for receipt and opening of Bids will be rejected and returned to the Bidder unopened.

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

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

#### **§ 4.4 Modification or Withdrawal of Bid**

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

**§ 4.4.2** Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

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

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

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

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

### § 5.2 Rejection of Bids

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

### § 5.3 Acceptance of Bid (Award) [Reference: KRS 45A.365]

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

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

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

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

§ 6.1.2 In determining the qualifications and responsibilities of the Bidder, the Owner shall take into consideration the Bidder's skill, experience, facility, previous work standing, financial standing, capacity and ability to handle work in addition to that in progress, and quality and efficiency of construction plant and equipment proposed to be used on the project.

### § 6.2 (Not Used)

### § 6.3 Submittals

§ 6.3.1 Each Bidder shall submit as part of the Form of Proposal a list of subcontractors proposed for each major branch of work itemized and described in the specifications for the Project. The Bidder's listing of a subcontractor for a work category certifies that the subcontractor has in current employment, skilled staff and necessary equipment to complete that category. The Architect and Construction Manager (if utilized) will evaluate the ability of all listed subcontractors to complete the work and notify the Owner. Listing of the Bidder as the subcontractor may invalidate the Bid should the Architect's and Construction Manager's (if utilized) review indicate the bidder does not have skilled staff and equipment to complete the work category at the time the Bid was submitted.

- .1 Changing subcontractors from those listed with the Form of Proposal is prohibited unless the bidder provides grounds for such a change that are consistent with provisions of the Instructions to Bidders. Said change shall be accompanied by a written explanation from the Bidder as well as a written release from the listed subcontractor. All letters shall be on original company stationery with original signatures from an officer in the company legally approved to act for the company. An unjustifiable change of subcontractors may invalidate the Bid. Any change to a proposed person or entity shall be addressed as noted in Section 6.3.3 of these Instructions to Bidders

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.



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

**§ 6.4 List of Materials, Suppliers, and Manufacturers**

**§ 6.4.1** Each Bidder shall submit a complete list of materials/equipment with supplier's and manufacturer's name in the form and manner indicated on the Form of Proposal and in compliance with materials and equipment specified.

**§ 6.4.2** In addition to the list furnished with the Form of Proposal, the successful Bidder thereafter known as the Contractor, may be requested within thirty (30) calendar days after award of contract to furnish to the Architect and Construction Manager (if utilized) a more detailed and complete list of the materials and equipment, together with the manufacturer's or maker's name, brand and/or catalogue number, and product data or illustration thereof.

**§ 6.4.3** Prior to the award of contract, the Architect and Construction Manager (if utilized) will make a preliminary check of the lists included with the Form of Proposal and advise the Bidder and the Owner of the acceptance thereof, and of such other actions as may be necessary in order to meet the requirements of the contract specifications. Should it develop that any of the materials or equipment named in the list do not meet the requirements of the project specifications, the Bidder shall be required to offer to the Owner other materials or equipment in compliance with the specifications at no change in contract price. Preliminary review and acceptance of the above list shall not relieve the Contractor of furnishing equipment and materials in accordance with the specifications.

**§ 6.4.4** Written approval shall be obtained from the Architect regarding any material/equipment, supplier, and manufacturer substitution. Substitutions are permitted in the following instance:

- .1 Failure to comply with contract requirements;
- .2 Failure of the supplier or manufacturer to meet delivery schedules or other conditions of the contract;
- .3 Written release by the supplier or manufacturer.

**§ 6.4.5** The Owner reserves the right to reject the bid of any Bidder who fails to furnish the information required under Sections 6.3 and 6.4.

**§ 6.5 Unit Prices**

**§ 6.5.1** Each Bidder shall submit as part of the Bid a list of unit prices as designated on the Form of Proposal.

**§ 6.5.2** Unit prices are for changing or adjusting the scope or quantity of work from that indicated by the contract drawings and specifications.

**§ 6.5.3** Unit prices shall include all labor, materials, equipment, appliances, supplies, overhead and profit.

**§ 6.5.4** Only a single unit price per item shall be given and it shall apply for either more or less work than indicated or specified in the contract documents. In the event the contract is adjusted by unit prices, a change order shall be issued for the change and for the increased or decreased amount.

**§ 6.5.5** Unit prices listed by the Bidder and accepted by the Owner shall apply to all phases of work whether the work is performed by the Bidder or by the Bidder's (Contractor's) subcontractors.

**§ 6.5.6** For unit prices that apply to a lump sum Base Bid, the Owner reserves the right, prior to an award of contract, to negotiate, adjust and/or reject any price that is determined by the Architect, Construction Manager, or Owner to be excessive or unreasonable in amount.

**§ 6.5.7** On line item total sum bids where Bidders are quoting firm unit prices for estimated quantities of units of work, the unit price is the Bid and is not subject to change, either by the Bidder or Owner. The Owner reserves the right to correct mathematical errors in extensions and additions by the Bidder. The Owner's corrected bid sum total shall take preference over the Bidder's computed bid sum total.

**§ 6.6 Bid Division, Material Suppliers, and Purchase Orders**

**§ 6.6.1** This Section applies to projects with or without Bid Division (Multiple Prime Contracts), and those Projects that provide for direct purchase by the Owner of materials and equipment from Material Suppliers.

**§ 6.6.2** For Projects with Bid Division: General Construction and Concrete, Masonry, Plumbing, HVAC and Electrical Contractors shall provide with their Bid a breakdown of major material items (excluding sales tax). This breakdown shall include description of the item, name of the manufacturer, name of the supplier, and the amount of the supplier's quote. The Owner will issue Purchase Orders direct to the suppliers for these materials. The following shall be provided:

- .1 Within four (4) days from the Bid Date, the low Bidder shall furnish to the Owner the list of material suppliers of the items listed on the bid breakdown, with authorization given to the Contractor to quote the materials listed and that the Supplier will furnish the listed materials to the Owner under the Owner's standard Purchase Order for the amount stated on the Contractor's bid breakdown. Failure of any Contractor to provide this written list of material suppliers with authorization will cause forfeiture of the bid security.
- .2 The Contractor shall also guarantee to the Owner that materials listed in the breakdown to be purchased directly by the Owner shall comply with requirements of the Contract Documents and that the quantity of such material is sufficient to complete the Bid Division. The Performance and Payment Bonds required of the Contractor shall be in the combined amount of the materials designated in its bid to be acquired by Purchase Order by the Owner and all remaining items of cost in the respective Bid Division. Contractor shall provide an invoice from the supplier to the Owner with Contractor's Application for Payment.
- .3 Material Suppliers will be paid the full amount of their invoices. Retainage that would otherwise be withheld from invoices submitted by and paid to a material supplier shall be withheld from the approved payment request of the Contractor. Refer to General Conditions for further requirements regarding retainage.
  - .a Lockers, Library, Kitchen, Shop, Technology, Science or other major equipment bid divisions shall provide with their Bid a breakout price for the material portions of the Bid (excluding sales tax). Award of contract will be based on the lump sum price of the accepted Bid that includes labor and materials. The Owner will issue a Purchase Order for the material and a contract for the labor and incidental materials. Retainage will be held on both the Purchase Order and the Contract in accordance with the General Conditions.
  - .b The language of the Bid Divisions is designed to outline and define the work in general to be included in a particular Bid Division and to prevent overlapping and conflicting requirements within other Bid Divisions. No Bidder shall use the omission of any item from this language as a basis for a claim for additional cost when such item is specified or indicated to be part of a complete and workable system.
  - .c It is the responsibility of the Bidder to determine which Bid Division or combination of Bid Divisions the Bidder desires to Bid.

**§ 6.6.3** For Projects without Bid Division but with direct purchase by the Owner of materials and equipment from Material Suppliers, Contractors shall comply with paragraph 6.6.2 above as applicable to the Project. The Owner will issue Purchase Orders direct to the suppliers for these materials. Award of contract will be based on the lump sum price of the accepted bid that includes labor and materials. Retainage will be held on both the Purchase Orders and the Contract(s) in accordance with the General Conditions.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** Unless stipulated otherwise in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds shall be executed by a surety company authorized to do business in Kentucky.

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

### **§ 7.2 Time of Delivery and Form of Bonds**

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

**§ 7.2.2** Unless otherwise provided, the bonds shall be written on AIA Document A312™-2010, Performance Bond and Payment Bond — KDE Version. Both bonds shall be written in the amount of the Contract Sum, being the total of the Base Bid, as described in Section 1.5 herein, and all Alternates accepted by the Owner.

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



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

#### **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101™-2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version, except for those Projects utilizing a Construction Manager the Agreement will be written on AIA Document A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Advisor Edition — KDE Version. Owner-Contractor Agreements shall be valid only after written notice by the Kentucky Department of Education that the proposed Agreements are approved.

#### **ARTICLE 9 PUBLIC WORKS ACT [Reference: KRS 337.505 to 337.550]**

##### **§ 9.1 Labor Regulations**

**§ 9.1.1** Work shall be performed in compliance with applicable provisions of the Kentucky Prevailing Wage Act on Public Works Projects, KRS 337.505 through KRS 337.550.

**§ 9.1.2** Prevailing wage rates, included with the Bidding Documents, shall be paid on this Project if required under Section 10.1.1. The stipulated wage rates represent prevailing minimum wage rates of pay allowable and shall not be construed to mean that higher rates may not have to be paid in order to secure labor.

**§ 9.1.3** Any Bidder and/or subcontract bidder in violation of any wage or work act provision (KRS 337.510 to KRS 337.550) and under citation by the Kentucky Department of Labor is prohibited by KRS 337.990 from bidding on or working on any and all public works contracts either in their name or in the name of any other company, firm, or other entity in which there is vested interest. No Bid shall be submitted by a prime Bidder or sub-bidder in violation of KRS Chapter 337. The responsibility of the qualifications of the sub-contract Bidder is solely that of the prime Bidder. The rejection of the subcontract Bidder and resubmittal of a qualified subcontract Bidder shall be addressed per the provisions of these Instructions to Bidders relating to subcontract Bidders (subcontractors) and materials.

##### **§ 9.2 Davis-Bacon Act Provisions**

Projects funded with Federal Funds shall comply with the Davis-Bacon Act (Subchapter IV of Chapter 31 of the Title 40 of the United States Code). Where the amount received from federal revenue sharing is less than 25 percent of the estimated total construction cost of a public school project, state law and not the federal applies to the wage rate and the prevailing wage scale to be used for the project (OAG 74-329). Refer to Supplementary Conditions for direction regarding application of federal rates, if included in the bidding documents, to this project. In the event both state and federal wage rates apply, the higher of the two rates shall be used to determine labor costs.

#### **ARTICLE 10 TAXES**

##### **§ 10.1 Kentucky Sales and/or Use Tax [Reference KRS 139.495(1)]**

Bidders are informed that construction contracts of the Commonwealth of Kentucky and political subdivisions are not exempt from the provisions of the Kentucky Sales and/or Use Tax, unless provisions are clearly noted in the bidding documents for the direct purchase of certain materials and equipment by the Owner. Materials and equipment which are to be submitted for direct purchase are as noted by the Architect or Construction Manager in the Form of Proposal and shall be limited to forty (40) items with a minimum price of \$5,000 each. All other materials and equipment shall be included in the Contract Price and are subject to Kentucky Sales and/or Use Taxes. Current Sales and/or Use Tax shall be provided for and included in the bid amount as no adjustment will be permitted nor made after the receipt of bids.

##### **§ 10.2 Federal Excise Tax**

The Commonwealth of Kentucky and its political subdivisions are exempt from Federal Excise Tax.

#### **ARTICLE 11 POST BID REVIEW AND MATERIAL SUBMITTAL**

##### **§ 11.1 Representative at Bid Opening**

**§ 11.1.1** Each prime Bidder shall have an authorized representative at the bid opening for submittal of the list of materials and equipment, and the post bid review which follows immediately after the opening and reading of bids.

**§ 11.1.2** Following the opening of bids, the three (3) apparent low Bidders shall remain for a post-bid review, and shall submit a completed list of materials, equipment and suppliers within one (1) hour from the close of the reading of the bids. The list of materials and equipment shall be the listing contained in the Form of Proposal.

**§ 11.1.3** The post bid review, open to all bidders, will be conducted jointly with representatives of the Architect and Construction Manager (if utilized), Owner, and apparent low Bidder. Preliminary review will be directed toward Bidder's qualifications, list of subcontractors, list of materials and equipment, and unit prices.

**ARTICLE 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION**

The Commonwealth of Kentucky and its political subdivisions are committed to equal job opportunities on public contracts and prohibited from discrimination based on race, creed, color, sex, age, religion, or national origin.

**ARTICLE 13 CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION**

**[Reference KRS 45A.455]**

Conflict of Interest, Gratuities, Kickbacks, and Use of Confidential Information as described in KRS 45A.455 are expressly prohibited. Penalties for any violation under this statute are located in KRS 45A.990.

**ARTICLE 14 KENTUCKY FAIRNESS IN CONSTRUCTION ACT OF 2007 [Reference KRS 371.400 to 371.425]**

Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the Kentucky Fairness in Construction Act of 2007 as it relates to the right to litigate, the right to delay damages against the Owner, the right to file a mechanic's lien, prompt payment by Owners, amount of retainage that can be withheld and other provisions of the Act.

**ARTICLE 15 KENTUCKY PREFERENCE LAW [Reference KRS 45A.490 to 45A.494]**

**§ 15.1** Projects constructed for school districts in the Commonwealth of Kentucky are subject to provisions of the reciprocal preference for Kentucky Preference for Resident Bidders law, KRS 45A.490 to KRS 45A.494. Reciprocal preference shall be given by public agencies to resident bidders.

**§ 15.2** The Kentucky Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this Section shall be given.

**§ 15.3** The reciprocal preference as described in KRS 45A.490 to KRS 45A.494 above shall be applied in accordance with Kentucky Administrative Regulation 200 KAR 5:400.

**KDE Directions on  
Kentucky Department of Education Version of AIA Document A 701 - 1997  
Instructions to Bidders  
February 20, 2017**

**Modify Article 9 as follows:**

- Delete 9.1.1.**
- Delete 9.1.2.**

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**KDE Directions on  
Kentucky Department of Education Version of  
AIA Document A701-1997  
Instructions to Bidders  
June 3, 2017**

**Modify Article 4 BIDDING PROCEDURES, Paragraph 4.2 Bid Security, Subparagraph 4 .2.1 as follows:**

- "4.2.1 Each Bid greater than \$100,000 shall be accompanied by bid security in the form of a Bond provided by a Surety company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments 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."**

TO:

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I \_\_\_\_\_ being a duly authorized representative of  
(Representative)

\_\_\_\_\_, the manufacturer, and/or  
(Company Name)

distributor and/or sale representative of \_\_\_\_\_  
(Product Name)

do hereby certify the above named product complies in strict accordance with the Contract Documents

for the construction of the \_\_\_\_\_ CHRISTIAN COUNTY HIGH SCHOOL LANDSCAPE PACKAGE \_\_\_\_\_ located in  
(Project name)

\_\_\_\_\_, and that the product is compatible and fit  
(Project address)

for the intended use and incorporation into this project.

Further, I understand that the Architect and Owner may rely on this certification.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Attached is supporting information.

<b>BG No.</b>		<b>Bid Package No</b>	
<b>Date:</b>	<b>To: (Owner)</b>	Christian County Board of Education	
<b>Project Name:</b>	Christian County High School – Landscape Package		
<b>City, County:</b>	Hopkinsville, Christian		
<b>Name of Contractor:</b>		<b>Office Phone:</b>	
<b>Mailing Address:</b>		<b>Office Fax:</b>	
<b>Billing Address:</b>		<b>Cell Phone:</b>	
<b>Email:</b>			

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum \_\_\_\_\_ Insert the addendum numbers received or the word NONE if no addendum received

**BASE BID:** For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

	Use Figures	
	Dollars &	Cents
Use Words		Use Words

**ALTERNATE BIDS:** (If applicable and denoted in the Bidding Documents)

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change <small>from the Base Bid</small>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

**LIST OF PROPOSED SUBCONTRACTORS:**

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

**A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.**

**The bidder shall submit the list of subcontractors with the bid.**

	<b><u>BRANCH OF WORK</u></b> (to be filled out by the Architect)	<b><u>SUBCONTRACTOR</u></b> (to be filled out by the contractor)
1.		
2.		
3.		

**LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS**

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

**A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.**

**The bidder shall submit the list of suppliers and manufacturers within five (5) days of the bid.**

	<b>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</b> (to be filled out by the Architect or Contractor)	<b>SUPPLIER</b> (to be filled out by the Contractor)	<b>MANUFACTURER</b> (to be filled out by the Contractor)
1.			
2.			
3.			

**UNIT PRICES:**

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

**A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.**

**The bidder shall submit the list of unit prices with the bid.**

	WORK	UNIT	PRICE
1.			
2.			
3.			

**DIRECT MATERIAL PURCHASES:**

**PURCHASE ORDERS**

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than \$5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

**A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.**

**The bidder shall submit the list of Purchase Orders within five (5) days of the bid.**

	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER DESCRIPTION</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER AMT.</u></b> (to be filled out by the Contractor)
1.			
2.			
3.			
4.			

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR/BIDDER

\_\_\_\_\_

AUTHORIZED REPRESENTATIVE'S NAME

\_\_\_\_\_

Signature

AUTHORIZED REPRESENTATIVE'S NAME

\_\_\_\_\_

Printed

AUTHORIZED REPRESENTATIVE'S TITLE

\_\_\_\_\_

***NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.***

**This form shall not be modified.**



# Kentucky Department of Education Version of **AIA** Document A232™ – 2009

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



This version of AIA Document A232™–2009 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A232–2009 does not imply the American Institute of Architects’ endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A232–2009 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as “AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition — KDE Version,” or “AIA Document A232™–2009 — KDE Version.”

# Kentucky Department of Education Version of AIA Document A232™ – 2009

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

### **for the following PROJECT:**

*(Name, and location or address)*

Christian County HS - Landscape Package  
Hopkinsville, KY

### **THE CONSTRUCTION MANAGER:**

*(Name, legal status and address)*

Alliance Corporation  
116 E College Street  
Glasgow, KY 42141

### **THE OWNER:**

*(Name, legal status and address)*

Christian County Board of Education  
200 Glass Avenue  
Hopkinsville, KY

### **THE ARCHITECT:**

*(Name, legal status and address)*

Hafer PSC  
21 SE 3rd St., Ste 800-s  
Evansville, IN 47708

### **TABLE OF ARTICLES**

2	OWNER
3	CONTRACTOR
4	ARCHITECT AND CONSTRUCTION MANAGER
5	SUBCONTRACTORS
6	CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS
7	CHANGES IN THE WORK
8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES



This version of AIA Document A232–2009 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A232 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A232–2009 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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 KDE versions of AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

Init.

## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

### Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

### Accident Prevention

10

### Acts and Omissions

3.2.1, 3.2.2, 3.3.2, 3.12.8, 3.18, 8.3.1, 9.5.1, 10.1, 10.2.5, 13.4.2, 13.7

### Addenda

1.1.1, 3.11, 4.2.14

### Additional Costs, Claims for

3.2.4, 3.7.4, 3.7.5, 6.1.1, 7.3, 9.10.3, 9.10.4, 10.3, 10.4, 15.1.4

### Additional Inspections and Testing

4.2.8, 12.2.1, 13.5

### Additional Insured

11.1.4

### Additional Time, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3, 8.3, 10.3

### Administration of the Contract

3.10, **4.2**

### Advertisement or Invitation to Bid

1.1.1

### Aesthetic Effect

4.2.19

### Allowances

**3.8**, 7.3.8

### All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.7, 4.2.15, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.7, 9.8.3, 9.10.1, 9.10.3, 9.10.5, 11.1.3, 14.2.4

### Approvals

2.1.1, 2.2.2, 2.4, 3.1.4, 3.10.1, 3.10.2, 3.12.4 through 3.12.10, 3.13.2, 3.15.2, 4.2.9, 9.3.2, 13.4.2, 13.5

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## ARCHITECT

**4**

### Architect, Certificates for Payment

9.4

### Architect, Definition of

4.1.1

### Architect, Extent of Authority

5.2, 7.1.2, 7.3.7, 7.4, 9.3.1, 9.4, 9.5, 9.8.3, 9.8.4, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 15.1.3, 15.2.1

### Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.8, 4.2.1, 4.2.2, 4.2.8, 4.2.13, 5.2.1, 9.6.4, 15.2

### Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 12.2.4, 13.5.2

### Architect's Administration of the Contract

4.2, 9.4, 9.5, 15.2

### Architect's Approvals

3.12.8

### Architect's Authority to Reject Work

4.2.8, 12.1.2, 12.2.1

### Architect's Copyright

1.5

### Architect's Decisions

4.2.8, 7.3.9, 7.4, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.9.2, 13.5.2, 14.2.2, 14.2.4, 15.2

### Architect's Inspections

3.7.4, 4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

### Architect's Instructions

3.2.4, 7.4, 9.4

### Architect's Interpretations

4.2.8, 4.2.17, 4.2.18

### Architect's On-Site Observations

4.2.2, 9.4, 9.5.1, 9.10.1, 12.1.1, 12.1.2, 13.5

### Architect's Project Representative

4.2.16

### Architect's Relationship with Contractor

1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.9.2, 3.9.3, 3.10, 3.11, 3.12.8, 3.16, 3.18, 4.2, 5.2, 6.2.2, 8.2, 11.3.7, 12.1, 13.5

### Architect's Relationship with Construction Manager

1.1.2, 9.3 through 9.10, 10.3, 13.5.1, 10.3, 11.3.7, 13.4.2, 13.5.4

### Architect's Relationship with Subcontractors

1.1.2, 4.2.8, 5.3, 9.6.3, 9.6.4

### Architect's Representations

9.4, 9.5, 9.10.1

### Architect's Site Visits

4.2.2, 9.4, 9.5.1, 9.8.3, 9.9.2, 9.10.1, 13.5

### Asbestos

10.3.1

### Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

### Award of Other Contracts

6.1.1, 6.1.2

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

**5.2**

## BASIC DEFINITIONS

**1.1**

### Bidding Requirements

1.1.1, 5.2.1, 11.4.1

### Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1

### Boiler and Machinery Insurance

**11.3.2**

## BONDS, INSURANCE AND

**11**

### Bonds, Lien

7.3.7.4, 9.10.3

Init.

Bonds, Performance and Payment  
7.3.7.4, 9.6.7, 9.10.3, 11.3.9, 11.4

Building Permit  
2.2.2, 3.7.1

**Capitalization**  
**1.3**

Certificate of Substantial Completion  
9.8.3, 9.8.4, 9.8.5

**Certificates for Payment**  
4.2.2, 9.3.3, 9.4, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance  
9.3.2, 9.10.2, 11.1.3

**Change Orders**  
1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2, 3.11, 3.12.8, 4.2.12, 4.2.13, 4.2.14, 5.2.3, 7.1.1, 7.1.2, 7.2, 7.3.2, 7.3.4, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

Change Orders, Definition of  
7.2

Changes  
7.1

**CHANGES IN THE WORK**  
2.2.1, 3.4.2, 3.11, 3.12.8, 4.2.13, 4.2.14, 7, 8.3.1, 9.3.1.1

Claims, Definition of  
**15.1.1**

**CLAIMS AND DISPUTES**  
1.1.8, 3.2.4, 3.7.5, 6.1.1, 7.3.9, 8.3.2, 9.3.3, 9.10.3, 9.10.4, 10.3.3, **15**, 15.4

**Claims for Additional Cost**  
3.2.4, 3.7.5, 6.1.1, 7.3.9, 9.10.3, 9.10.4, 10.3.2, 10.4, **15.1.4**

**Claims for Additional Time**  
3.2.4, 3.7.5, 7, 8.3.2, 10.4, **15.1.5**

Concealed or Unknown Conditions, Claims for  
3.7

Claims for Damages  
3.2.4, 3.18, 6.1.1, 6.2.5, 8.3.2, 9.3.3, 9.5.1.2, 9.10.2, 9.10.5, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 15.1.6

**Cleaning Up**  
**3.15**, 6.3

Commencement of Statutory Limitation Period  
13.7

Commencement of the Work, Definition of  
8.1.2

Communications, Owner to Architect  
2.2.6

Communications, Owner to Construction Manager  
2.2.6

Communications, Owner to Contractor  
2.2.6

**Communications Facilitating Contract Administration**  
3.9.1, 4.2.6

**COMPLETION, PAYMENTS AND**  
**9**

**Completion, Substantial**  
4.2.15, 8.1.1, 8.1.3, 8.2.3, 9.4.3.3, **9.8**, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7

**Concealed or Unknown Conditions**  
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract  
1.1.1

**Consolidation or Joinder**  
**15.4.4**

**CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS**  
1.1.4, 6

Construction Change Directive, Definition of  
7.3.1

**Construction Change Directives**  
1.1.1, 3.4.2, 3.12.8, 4.2.12, 4.2.13, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Manager, Building Permits  
2.2.2

Construction Manager, Communications through  
4.2.6

Construction Manager, Construction Schedule  
3.10.1, 3.10.3

**CONSTRUCTION MANAGER**  
**4**

Construction Manager, Definition of  
4.1.2

Construction Manager, Documents and Samples at the Site  
3.11

Construction Manager, Extent of Authority  
3.12.7, 3.12.8, 4.1.3, 4.2.1, 4.2.4, 4.2.5, 4.2.9, 7.1.2, 7.2, 7.3.1, 8.3, 9.3.1, 9.4.1, 9.4.2, 9.4.3, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 12.1, 12.2.1, 14.2.2, 14.2.4

Construction Manager, Limitations of Authority and Responsibility  
4.2.5, 4.2.8, 13.4.2

Construction Manager, Submittals  
4.2.9

Construction Manager's Additional Services and Expenses  
12.2.1

Construction Manager's Administration of the Contract  
4.2, 9.4, 9.5

Construction Manager's Approval  
2.4, 3.10.1, 3.10.2

Construction Manager's Authority to Reject Work  
4.2.8, 12.2.1

Construction Manager's Decisions  
7.3.7, 7.3.9, 9.4.1, 9.5.1

Construction Manager's Inspections  
4.2.8, 9.8.3, 9.9.2

Construction Manager's On-Site Observations  
9.5.1

Construction Manager's Relationship with Architect  
1.1.2, 4.2.1, 4.2.7, 4.2.8, 4.2.9, 4.2.13, 4.2.15, 4.2.16,  
4.2.20, 9.2.1, 9.4.2, 9.5, 9.6.1, 9.6.3, 9.8.2, 9.8.3,  
9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 11.1.3, 12.2.4,  
13.5.1, 13.5.2, 13.5.4, 14.2.2, 14.2.4

Construction Manager's Relationship with Contractor  
3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3, 3.11,  
3.12.5, 3.12.6, 3.12.7, 3.12.8, 3.12.9, 3.12.10, 3.13.2,  
3.14.2, 3.15.2, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 4.2.6,  
4.2.9, 4.2.14, 4.2.17, 4.2.20, 5.2, 6.2.1, 6.2.2, 7.1.2,  
7.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1, 9.4.1, 9.4.2,  
9.7, 9.8.2, 9.8.3, 9.8.4, 9.9.1, 9.10.1, 9.10.2, 9.10.3,  
10.1, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3, 13.5.4

Construction Manager's Relationship with Owner  
2.2.2, 4.2.1, 10.3.2

Construction Manager's Relationship with Other  
Contractors and Owner's Own Forces  
4.2.4

Construction Manager's Relationship with  
Subcontractors  
4.2.8, 5.3, 9.6.3, 9.6.4

Construction Manager's Site Visits  
9.5.1

Construction Schedules, Contractor's  
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2

**Contingent Assignment of Subcontracts**  
5.4, 14.2.2.2

**Continuing Contract Performance**  
15.1.3

**Contract, Definition of**  
1.1.2

**CONTRACT, TERMINATION OR SUSPENSION  
OF THE**  
5.4.1.1, 11.3.9, 14

Contract Administration  
3.1.3, 4.2, 9.4, 9.5

Contract Award and Execution, Conditions Relating  
to  
3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

**Contract Documents, Definition of**  
1.1.1

Contract Performance During Arbitration  
15.1.3

**Contract Sum**  
3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.2, 7.3, 7.4, 9.1, 9.2,  
9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1.1, 12.3, 14.2.4,  
14.3.2, 15.1.4, 15.2.5

Contract Time  
3.7.4, 3.7.5, 4, 3.10.2, 5.2.3, 7.2.3, 7.3.1, 7.3.5, 7.3.10,  
7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1,  
14.3.2, 15.1.5.1, 15.2.5

Contract Time, Definition of  
8.1.1

**CONTRACTOR**  
3

Contractor, Definition of  
3.1.1

**Contractor's Construction Schedules**  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

Contractor's Employees  
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3,  
11.1.1, 11.3.7, 14.1, 14.2.1.1

**Contractor's Liability Insurance**  
11.1

Contractor's Relationship with Other Contractors and  
Owner's Own Forces  
3.12.5, 3.14.2, 4.2.6, 6, 11.3, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors  
1.2.2, 3.3.2, 3.18, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2,  
11.3.7, 11.3.8, 14.2.1.2

Contractor's Relationship with the Architect  
1.1.2, 1.5, 3.2.2, 3.2.3, 3.2.4, 3.4.2, 3.5, 3.7.4, 3.10.1,  
3.11, 3.12, 3.16, 3.18, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4,  
9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2,  
15.2.1

Contractor's Relationship with the Construction  
Manager  
1.1.2, 3.2.2, 3.2.3, 3.3.1, 3.5, 3.10.1, 3.10.2, 3.10.3,  
3.11, 3.12.5, 3.12.7, 3.12.9, 3.12.10, 3.13.2, 3.14.2,  
3.15.1, 3.16, 3.17, 3.18.1, 4.2.4, 4.2.5, 5.2, 6.2.1,  
6.2.2, 7.1.2, 7.3.5, 7.3.7, 7.3.10, 8.3.1, 9.2, 9.3.1,  
9.4.1, 9.4.2, 9.8.2, 9.9.1, 9.10.1, 9.10.2, 9.10.3, 10.1,  
10.2.6, 10.3, 11.3.7, 12.1, 13.5.1, 13.5.2, 13.5.3,  
13.5.4

Contractor's Representations  
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the  
Work  
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents  
3.2

Contractor's Right to Stop the Work  
9.7

Contractor's Right to Terminate the Contract  
14.1

Contractor's Submittals  
3.10.2, 3.11, 3.12, 4.2.9, 9.2, 9.3, 9.8.2, 9.9.1, 9.10.2,  
9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent  
3.9, 10.2.6

Contractor's Supervision and Construction Procedures  
1.2.2, 3.3, 3.4, 4.2.5, 4.2.7, 6.1, 6.2.4, 7.1.3, 7.3.5,  
7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance  
11.1.1.8, 11.2, 11.3.1.5

Coordination and Correlation  
1.2, 3.2, 3.3.1, 3.10, 3.12.6, 6.1.2, 6.2.1

Copies Furnished of Drawings and Specifications  
1.5, 2.2.5, 3.11

Copyrights  
1.5, 3.17

**Correction of Work**  
2.3, 2.4, 9.4.1, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, 12.2



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

### **1.2**

#### **Costs**

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.6, 7.3.7, 7.3.8, 7.3.9, 11.3.1.2, 11.3.1.3, 11.3.4, 11.3.9, 12.1, 12.2.1, 13.5, 14

#### **Cutting and Patching**

### **3.14, 6.2.5**

#### **Damage to Construction of Owner or Other**

##### **Contractors**

3.14.2, 6.2.4, 9.5.1.5, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

##### **Damage to the Work**

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

##### **Damages, Claims for**

3.2.4, 3.18, 6.1.1, 8.3.2, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.2.4, 15.1.6

##### **Damages for Delay**

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 15.1.5

##### **Date of Commencement of the Work, Definition of**

### **8.1.2**

##### **Date of Substantial Completion, Definition of**

### **8.1.3**

##### **Day, Definition of**

### **8.1.4**

##### **Decisions of the Architect**

3.7.4, 4.2.7, 4.2.8, 4.2.10, 4.2.11, 4.2.13, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5, 9.8.3, 9.8.4, 9.9.1, 10.1.2, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

##### **Decisions of the Construction Manager**

7.3.7, 7.3.8, 7.3.9, 15.1, 15.2

##### **Decisions to Withhold Certification**

9.4.1, 9.5, 9.7, 14.1.1.3

##### **Defective or Nonconforming Work, Acceptance, Rejection and Correction of**

2.3, 2.4, 3.5, 4.2.8, 6.2.5, 9.5.1, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1, 12.2.2

##### **Definitions**

1.1, 2.1.1, 3.1.1, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 4.1.2, 7.2, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

##### **Delays and Extensions of Time**

3.2, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

##### **Disputes**

7.3.8, 7.3.9, 9.3, 15.1, 15.2

## **DISPUTES, CLAIMS AND**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 15, 15.4

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

### **3.11**

##### **Drawings, Definition of**

### **1.1.5**

##### **Drawings and Specifications, Ownership and Use**

1.1.1, 1.5, 2.2.5, 3.11, 5.3

##### **Duty to Review Contract Documents and Field**

##### **Conditions**

### **3.2**

##### **Effective Date of Insurance**

8.2.2, 11.1.2

## **Emergencies**

### **10.4, 14.1.1.2, 15.1.4**

##### **Employees, Contractor's**

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.1, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

##### **Equipment, Labor, Materials and or**

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.13.1, 3.15.1, 4.2.8, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.2

##### **Execution and Progress of the Work**

1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

##### **Extensions of Time**

3.2.4, 3.7.4, 5.2.3, 7.2.3, 7.4, 8.3, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5

##### **Failure of Payment**

9.5.1.3, 9.7, 13.6, 14.1.1.3, 14.1.3, 14.2.1.2, 15.1.4

##### **Faulty Work (See Defective or Nonconforming Work)**

##### **Final Completion and Final Payment**

4.2.1, 4.2.15, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 15.2.1

##### **Financial Arrangements, Owner's**

### **2.2.1**

## **GENERAL PROVISIONS**

### **1**

##### **Governing Law**

### **13.1**

##### **Guarantees (See Warranty and Warranties)**

##### **Hazardous Materials**

10.2.4, 10.3

##### **Identification of Contract Documents**

### **1.2.1**

##### **Identification of Subcontractors and Suppliers**

### **5.2.1**

##### **Indemnification**

3.18, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7

##### **Information and Services Required of the Owner**

2.1.2, 2.2, 4.2.6, 6.1.2, 6.2.5, 9.6.1, 9.6.4, 9.8, 9.9.1, 9.10.3, 10.3.2, 10.3.3, 11.2, 11.3.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.3, 15.1.2

##### **Initial Decision**

### **15.2**

##### **Initial Decision Maker, Definition of**

### **1.1.8**

##### **Initial Decision Maker, Extent of Authority**

14.2.2, 14.2.4, 15.1.3, 15.2.2, 15.2.3, 15.2.4, 15.2.5

##### **Injury or Damage to Person or Property**

3.18.1, 10.2.1, 10.2.2, 10.2.8, 10.3, 10.3.3, 10.4, 11.1.1

##### **Inspections**

3.1.3, 3.7.1, 4.2.2, 9.8.2, 9.9.2, 9.10.1, 13.5

##### **Instructions to Bidders**

### **1.1.1**

##### **Instructions to the Contractor**

3.1.4, 3.3.3, 3.7.1, 4.2.4, 5.2.1, 7, 8.2.2, 12.1, 13.5.2

##### **Instruments of Service, Definition of**

1.1.7, 1.5, 1.6

## **Insurance**

6.1.1, 7.3.7, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

### **Insurance, Boiler and Machinery**

11.3.2

### **Insurance, Contractor's Liability**

11.1

Insurance, Effective Date of

8.2.2, 11.1.2

### **Insurance, Loss of Use**

11.3.3

### **Insurance, Owner's Liability**

11.2

### **Insurance, Property**

10.2.5, 11.3

Insurance, Stored Materials

9.3.2, 11.3.1

## **INSURANCE AND BONDS**

11

Insurance Companies, Consent to Partial Occupancy

9.9.1, 11.3.1.5

Insurance Companies, Settlement with

11.3.10

Intent of the Contract Documents

1.2, 4.2.18, 4.2.19, 7.4

## **Interest**

9.7, 13.6

## **Interpretation**

1.4, 4.2.8, 4.2.17, 4.2.18

Interpretations, Written

4.2.17, 4.2.18, 4.2.20

Joinder and Consolidation of Claims Required

15.4.4

Judgment on Final Award

15.4.2

## **Labor and Materials, Equipment**

1.1.3, 1.1.6, 3.4, 3.8.2, 3.8.3, 3.12.2, 3.12.3, 3.12.6, 3.12.10, 3.13.1, 3.15.1, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.6, 9.10.2, 10.2.1.2, 11.3.1, 14.2.1, 14.2.2

Labor Disputes

8.3.1

Laws and Regulations

3.2.3, 3.2.4, 3.7, 3.13.1, 10.2.2, 10.2.3, 13.5.1, 14.2.1

Liens

2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8

Limitation on Consolidation or Joinder

15.4.4

Limitations, Statutes of

15.4.1

Limitations of Authority

3.12.4, 4.1.3, 4.2.16

Limitations of Liability

9.6.7, 11.1.1, 12.2

Limitations of Time

3.10.1, 4.2.17, 4.2.20, 8.2.1, 9.3.3, 9.6.1, 9.8.4, 9.10.2, 10.2, 11.1.3, 12.1.1, 12.2.2.2, 12.2.5, 13.7, 14.1.1, 15.2.6.1

## **Loss of Use Insurance**

11.3.3

## **Material Suppliers**

1.5.1, 1.5.2, 3.12, 4.2.6, 4.2.8, 9.3.1, 9.3.1.2, 9.3.3, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.5, 11.3.1

## **Materials, Hazardous**

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 1.5.1, 1.5.2, 3.4, 3.5, 3.8.2, 3.8.3, 3.12.2,

3.12.3, 3.12.6, 3.12.10, 3.13.1, 5.2.1, 6.2.1, 9.3.1,

9.3.2, 9.3.3, 9.5.1, 9.5.3, 9.6.4, 9.6.5, 9.6.7, 9.10.2,

9.10.5, 10.2.1, 10.2.4, 10.3

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.5, 4.2.11

Mechanic's Lien

2.1.2, 15.2.8

## **Mediation**

8.3.1, 10.3.5, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1

## **Minor Changes in the Work**

1.1.1, 3.12.8, 4.2.13, 7.1, 7.4

## **MISCELLANEOUS PROVISIONS**

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.3, 4.2.14, 5.2.3, 7, 11.3.1

## **Mutual Responsibility**

6.2

## **Nonconforming Work, Acceptance of**

9.4.3, 9.8.3, 12.3

Nonconforming Work, Rejection and Correction of

2.3, 2.4, 3.2.3, 3.7.3, 9.4.3.3, 9.8.2, 9.8.3, 9.9.1,

11.1.1, 12.2.2.1, 12.2.3, 12.2.4, 12.2.5

Notice

1.5, 2.1.2, 2.2.1, 2.4, 3.2.4, 3.3.1, 3.7.1, 3.7.2, 3.7.5,

3.9.2, 3.12.9, 5.2.1, 6.3, 9.4.1, 9.7, 9.10.1, 9.10.2,

10.2.2, 10.2.6, 10.2.8, 10.3.2, 11.3.6, 12.2.2.1, 13.3,

13.5.1, 13.5.2, 14.1.2, 14.2.2, 14.4.2, 15.1.2, 15.1.4,

15.1.5.1, 15.2, 15.4.1

## **Notice of Claims**

3.7.2, 10.2.8, 15.1.2, 15.4.1

Notice of Testing and Inspections

13.5.1, 13.5.2

Notices, Permits, Fees and

3.7, 7.3.7, 10.2.2

Observations, On-Site

3.2.1, 9.5.1, 12.1.1

Occupancy

2.2.2, 9.6.6, 9.9, 11.3.1.5

On-Site Inspections

4.2.2, 9.10.1, 9.4.4, 9.5.1

Orders, Written

4.2.7, 4.2.18, 4.2.20

Other Contracts and Contractors

1.1.4, 3.14.2, 4.2.9, 6, 11.3.7, 12.1.2

## **OWNER**

2

Owner, Definition of

2.1.1

**Owner, Information and Services Required of the**  
 2.1.2, **2.2**, 4.2, 6.1.2, 6.1.3, 6.2.5, 9.3.2, 9.6.1, 9.6.4,  
 9.9.2, 9.10.2, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1,  
 14.1.3, 15.1.3  
**Owner's Authority**  
 1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.12.10, 3.14.2, 4.1.2, 4.1.3,  
 4.2.8, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2, 7.3.1,  
 8.2.2, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2,  
 11.3.3, 11.3.10, 12.2.2.1, 12.3, 13.5.2, 14.2, 14.3.1,  
 14.4, 15.2.7  
**Owner's Financial Capability**  
 2.2.1, 13.2.2, 14.1.1  
**Owner's Liability Insurance**  
**11.2**  
**Owner's Relationship with Subcontractors**  
 1.1.2, 5.2.1, 5.3, 5.4.1, 9.6.4, 9.10.2, 14.2.2  
**Owner's Right to Carry Out the Work**  
 2.4, 12.2.4, 14.2.2  
**Owner's Right to Clean Up**  
**6.3**  
**Owner's Right to Perform Construction with Own  
 Forces and to Award Other Contracts**  
**6.1**  
**Owner's Right to Stop the Work**  
**2.3**  
**Owner's Right to Suspend the Work**  
 14.3  
**Owner's Right to Terminate the Contract**  
 14.2  
**Ownership and Use of Drawings, Specifications  
 and Other Instruments of Service**  
 1.1.1, 1.1.5, **1.5**, 1.6, 3.11, 3.12.10, 3.17, 4.2.14,  
 4.2.18, 4.2.20  
**Partial Occupancy or Use**  
 9.9, 11.3.1.5  
**Patching, Cutting and**  
**3.14**, 6.2.5  
 Patents and Copyrights, Royalties  
**3.17**  
**Payment, Applications for**  
 4.2.1, 4.2.7, 4.2.15, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.7,  
 9.10.1, 9.10.3, 9.10.5, 11.1.3  
**Payment, Certificates for**  
 4.2.15, 7.3.9, 9.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,  
 9.10.3, 14.1.1.3, 15.1.3  
**Payment, Failure of**  
 9.4.1, 9.5, 9.7, 14.1.1.3  
**Payment, Final**  
 4.2.1, 9.8.2, **9.10**, 11.1.2, 11.3.1, 11.3.5, 12.3, 15.2.1  
**Payment Bond, Performance Bond and**  
 5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, **11.4**  
**Payments, Progress**  
 9.3.1, 9.4.2, **9.6**  
**PAYMENTS AND COMPLETION**  
**9**, 14  
**Payments to Subcontractors**  
 5.4.2, 9.3, 9.5.1.3, 9.5.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7,  
 9.10.5, 14.2.1.2

PCB  
 10.3.1  
**Performance Bond and Payment Bond**  
 5.4.1, 7.3.7, 9.6.7, 9.10.2, 9.10.3, 11, **11.4**  
**Permits, Fees, Notices and Compliance with Laws**  
 2.2.2, **3.7**, 7.3.7.4, 10.2.2  
**PERSONS AND PROPERTY, PROTECTION OF**  
**10**  
 Polychlorinated Biphenyl  
 10.3.1  
 Product Data, Definition of  
 3.12.2  
**Product Data and Samples, Shop Drawings**  
 3.11, **3.12**, 4.2.9, 4.2.10, 4.2.14  
**Progress and Completion**  
**8.2**, 9.3.1, 9.4.2, 9.6, 9.8, 9.10, 14.2.4, 15.1.6  
**Progress Payments**  
 9.3.1, 9.4.2, **9.6**  
**Project, Definition of**  
**1.1.4**  
 Project Representatives  
 4.2.16  
**Property Insurance**  
 10.2.5, **11.3**  
 Project Schedule  
 3.10.1, 3.10.3, 3.10.4, 4.2.2, 4.2.3, 4.2.4  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**  
 Regulations and Laws  
 1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
 14.1.1, 14.2.1, 15.2.8, 15.4  
 Rejection of Work  
 3.5, 4.2.8, 12.2.1  
 Releases of and Waivers and of Liens  
 9.10.2  
 Representations  
 1.3, 2.2.1, 3.5, 3.12, 6.2.2, 8.2.1, 9.3.3, 9.4.3, 9.5.1,  
 9.8.2, 9.10.1  
 Representatives  
 2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1,  
 5.1.2, 13.2.1  
 Requests for Information  
 4.2.20  
 Resolution of Claims and Disputes  
 15  
 Responsibility for Those Performing the Work  
 3.3.2, 3.7.3, 3.12.8, 3.18, 4.2.2, 4.2.5, 4.2.8, 5.3, 6.1.2,  
 6.2, 6.3, 9.5.1, 9.8.2, 10  
 Retainage  
 9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field  
 Conditions by Contractor**  
 1.2.2, **3.2**, 3.7.3, 3.12.7  
 Review of Contractor's Submittals by Owner,  
 Construction Manager and Architect  
 3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 5.2, 9.2, 9.8.2



Review of Shop Drawings, Product Data and Samples by Contractor  
3.12.5

**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.7.4, 3.15.2, 4.2.8, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4

**Royalties, Patents and Copyrights**  
3.17

Rules and Notices for Arbitration  
15.4

**Safety of Persons and Property**  
10.2, 10.3, 10.4

**Safety Precautions and Programs**  
3.3.1, 3.12, 4.2.5, 5.3, 10.1, 10.2, 10.3, 10.4

Samples, Definition of  
3.12.3

**Samples, Shop Drawings, Product Data and**  
3.11, 3.12, 4.2.9, 4.2.10

**Samples at the Site, Documents and**  
3.11

**Schedule of Values**  
9.2, 9.3.1

Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.2, 15.1.5.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.6, 4.2.11, 6, 8.3.1, 12.1.2

Shop Drawings, Definition of  
3.12.1

**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.9, 4.2.10, 4.2.14

**Site, Use of**  
3.13, 6.1.1, 6.2.1

Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2.2, 4.2.3, 4.2.15, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 13.5

Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.15, 9.8.3, 9.9.2, 9.10.1, 13.5

Special Inspections and Testing  
4.2.8, 12.2.1, 13.5

Specifications, Definition of  
1.1.6

**Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Staffing Plan  
4.2.3

Statute of Limitations  
12.2.5, 13.7, 15.4.1.1

Stopping the Work  
2.3, 9.7, 10.3, 14.1

Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4,

Subcontractor, Definition of  
5.1.1

**SUBCONTRACTORS**  
5

Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 4.2.5, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

**Subcontractual Relations**  
5.3, 5.4, 9.3.1.2, 9.6.2, 9.6.3, 9.10, 10.2.1, 14.1, 14.2

Submittals  
3.2.3, 3.10, 3.11, 3.12, 4.2.9, 4.2.10, 4.2.11, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule  
3.10.2, 3.12.5, 4.2.9, 4.2.10

**Subrogation, Waivers of**  
6.1.1, 11.3.7

**Substantial Completion**  
8.1.1, 8.1.3, 8.2.3, 9.4.3.3, 9.8, 9.9.1, 9.10.3, 12.2.1, 12.2.2, 13.7

Substantial Completion, Definition of  
9.8.1

Substitution of Subcontractors  
5.2.3, 5.2.4

Substitution of Architect  
4.1.4

Substitution of Construction Manager  
4.1.4

Substitutions of Materials  
3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of  
5.1.2

Subsurface Conditions  
3.7.4

**Successors and Assigns**  
13.2

**Superintendent**  
3.9, 10.2.6

**Supervision and Construction Procedures**  
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.3, 4.2.5, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.3.3, 10, 12, 14, 15.1.3

Surety  
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

Surety, Consent of  
9.10.2, 9.10.3

Surveys  
1.1.7, 2.2.3

**Suspension by the Owner for Convenience**  
14.3

Suspension of the Work  
5.4.2, 14.3

Suspension or Termination of the Contract  
5.4.1.1, 14

**Taxes**  
3.6, 3.8.2.1, 7.3.7.4

**Termination by the Contractor**  
14.1, 15.1.6

**Termination by the Owner for Cause**  
5.4.1.1, 14.2, 15.1.6

**Termination by the Owner for Convenience**  
14.4

Termination of the Contractor  
14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14**

#### **Tests and Inspections**

3.1.4, 3.3.3, 4.2.2, 4.2.6, 4.2.8, 9.4.3.3, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.5**

#### **TIME**

### **8**

#### **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2, 7.3.1, 7.4, **8.3**, 9.5.1, 10.3.2, 14.3.2, 15.1.5, 15.2.5

#### **Time Limits**

2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.1, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.4.2, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.4, 12.2, 13.5, 13.7, 14, 15

#### **Time Limits on Claims**

3.7.4, 10.2.8, **13.7**, 15.1.2

#### **Title to Work**

9.3.2, 9.3.3

#### **Transmission of Data in Digital Form**

### **1.6**

## **UNCOVERING AND CORRECTION OF WORK**

### **12**

#### **Uncovering of Work**

#### **12.1**

##### **Unforeseen Conditions, Concealed or Unknown**

3.7.4, 8.3.1, 10.3

##### **Unit Prices**

7.3.3.2, 7.3.4

##### **Use of Documents**

1.1.1, 1.5, 2.2.5, 3.12.6, 5.3

##### **Use of Site**

**3.13**, 6.1.1, 6.2.1

##### **Values, Schedule of**

**9.2**, 9.3.1

##### **Waiver of Claims by the Architect**

13.4.2

##### **Waiver of Claims by the Construction Manager**

13.4.2

##### **Waiver of Claims by the Contractor**

9.10.5, 13.4.2, 15.1.6

##### **Waiver of Claims by the Owner**

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

##### **Waiver of Consequential Damages**

14.2.4, 15.1.6

##### **Waiver of Liens**

9.10.2, 9.10.4

##### **Waivers of Subrogation**

6.1.1, **11.3.7**

##### **Warranty**

**3.5**, 4.2.15, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2,

##### **Weather Delays**

15.1.5.2

##### **Work, Definition of**

#### **1.1.3**

##### **Written Consent**

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.3, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 10.3.2, 11.4.1, 13.2, 13.4.2, 15.4.4.2

##### **Written Interpretations**

4.2.17, 4.2.18

##### **Written Notice**

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 5.3, 5.4.1.1, 8.2.2, 9.4, 9.5.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 13.5.2, 14, 15.4.1

##### **Written Orders**

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

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

**§ 1.1.2 The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be 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 Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

**§ 1.1.7 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

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

**§ 1.1.9 Definitions.** Wherever used in these General Conditions or in other contract documents, the following terms have the meaning indicated which are applicable to both the singular and plural thereof:

- .1 "Provide" as used through the specifications shall mean furnish, install, and pay for.
- .2 "Furnish" means supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance, except as otherwise defined in greater detail.
- .3 "Install" means, except as otherwise defined in greater detail, to describe operations at project site including unloading, storage, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, furnishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
- .4 "Installer" means the entity (person or firm) engaged by Contractor or its subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar

required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.

- .5 "Owner Furnished-Contractor Installed (OFCI)" means equipment or components of a system that are purchased by the Owner and furnished to the Contractor for installation in the project. The Contractor shall receive, store, protect, install, connect, and test each item unless otherwise indicated.
- .6 "Contractor Furnished-Contractor Installed (CFCI)" means equipment or components of a system that are purchased, furnished, and installed by the Contractor.
- .7 "Owner Furnished-Owner Installed (OFOI)" means equipment or components of a system that are purchased, furnished, and installed by the Owner or his vendors.
- .8 "Material Supplier" means a person or organization who has a direct Purchase Order responsibility to the Owner. Purchase Order amount as bid shall include all costs of delivery to the job site. Material Supplier assumes all responsibility for materials until delivery is accepted by the Owner. Material Supplier shall guarantee all materials furnished under a purchase order to be in accordance with the requirements of the contract documents. This guarantee shall extend through the construction period and one (1) year from the date of substantial completion upon final acceptance by the Owner of the Project. The designated Contractor or Subcontractor responsible for installation of Purchase Order material or equipment shall supervise and accept delivery, unload, handle, store, layout and install the items. Upon delivery, the designated contractor shall verify product suitability, quantity, quality and condition as soon as it can be ascertained and shall accept care, custody and control responsibility as if it were his own purchase. Any damage or loss after acceptance will be the responsibility of the designated contractor or subcontractor.

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

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Contractor shall make a thorough examination of the site and study all drawings and specifications and all conditions relating to the erection of the work and if any materials or labor evidently necessary for the proper and complete execution of the work, which are not specifically mentioned although reasonably inferred therefrom, shall be included in the work. In the event of a doubt arising as to the true intent and meaning of the drawings or specifications, the Contractor shall report it at once to the Architect. The Architect shall furnish with reasonable promptness, additional instructions, by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents, true developments thereof and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions. If the Contractor proceeds contrary to the above instructions, all such labor and material costs shall be provided at the Contractor's expense. Should any inconsistency appear in the Drawings or Specifications, the Contractor, before proceeding with the work must make mention of the same to the Architect for proper interpretation, and in no case proceed with the work in uncertainty or with insufficient drawings.

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

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

## **§ 1.3 Capitalization**

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

## **§ 1.4 Interpretation**

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



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

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

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

## **§ 1.6 Transmission of Data in Digital Form**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

**§ 2.1.3** All notices (relating to any part of this contract) to Contractors from the Owner shall be in writing and considered delivered and the service thereof completed, when the notice is posted, by registered mail, to the Contractor at his last address or delivered in person to the Contractor or his authorized representative on the Project.

### **§ 2.2 Information and Services Required of the Owner**

#### **§ 2.2.1 (Not Used)**

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

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

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

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

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

### **§ 2.3 Owner's Right to Stop the Work**

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

### **§ 2.4 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

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

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

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

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

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

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

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

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

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

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

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 Warranty**

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's



warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **§ 3.6 Taxes**

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

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

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

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

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

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

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

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents:

- .1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and



- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

**§ 3.9 Superintendent**

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

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

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

**§ 3.10 Contractor's Construction Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

**§ 3.10.2** The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

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

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

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

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

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the 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 Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

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

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design

professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 Use of Site**

**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees,



arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

## **ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

### **§ 4.1 General**

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

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

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

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

### **§ 4.2 Administration of the Contract**

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

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

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

**§ 4.2.4** The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule. The Construction Manager will establish an overall construction schedule based on the milestone dates. A copy of the schedule shall be displayed at the Project

site. The Construction Manager shall update this schedule periodically if required and establish new milestone dates. It shall be each Contractor's responsibility to keep advised of the current schedule and the effects upon his work.

**§ 4.2.5** The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

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

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

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

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

**§ 4.2.10** The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

**§ 4.2.11** Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the

responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

**§ 4.2.15** The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

**§ 4.2.16** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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



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

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

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

**§ 5.2.3** If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

## **§ 5.3 Subcontractual Relations**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor’s Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract 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.

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS**

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

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

**§ 6.2.5** The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 Owner's Right to Clean Up**

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



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

### **§ 7.1 General**

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

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

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

**§ 7.1.4** A proposed Change in the Work equal to or exceeding \$25,000, additive or deductive, shall be subject to approval by the Kentucky Department of Education prior to execution of the Change Order by the Owner.

### **§ 7.2 Change Orders**

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

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

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

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

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

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

- .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 7.3.7.

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

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

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

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and

savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

**§ 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.

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

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

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

#### **§ 8.2 Progress and Completion**

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

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

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

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

### **§ 8.4 Liquidated Damages**

**§ 8.4.1** If the Contractor fails to substantially complete Work to be performed under the Contract by and at applicable Contract Time, including any extension of time granted under General Conditions, and as actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of

(\$ \_\_\_\_\_), not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined herein. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

**§ 8.4.2** The Contractor shall not be charged with liquidated damages or any excess cost when delay in completion of the work is due

- .1 to any preference, priority or allocation order duly issued by the government;
- .2 to unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather;
- .3 to any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (.1) or (.2) of this Section.

**§ 8.4.3** When the conditions of Section 8.4.2 apply, the Contractor shall, within fifteen (15) days of the occurrence of the delay event, notify the Architect and Construction Manager in writing. Notice of the extent of the claim with supporting data shall be delivered to the Architect and Construction Manager within forty-five (45) days of such occurrence. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

### **§ 9.2 Schedule of Values**

Where the Contract is based on a Stipulated Sum, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors



responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

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

**§ 9.3.1** At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

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

### **§ 9.4 Certificates for Payment**

**§ 9.4.1** Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

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

**§ 9.4.3** Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's

reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

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

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

**§ 9.4.6** The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

**§ 9.4.7** The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

**§ 9.5.1** The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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

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

**§ 9.5.3** If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment

suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

#### **§ 9.6 Progress Payments**

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

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

- .1 A Material Supplier with Owner direct Purchase Orders can be paid by one payment by the Owner upon satisfactory completion of the requirements of the Purchase Order, which would include the delivery of materials and satisfactory verification that the materials comply with requirements of the Contract Documents.

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

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

**§ 9.6.8** When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

#### **§ 9.7 Failure of Payment**

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's



Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The ability to occupy and utilize the Work or designated portion thereof shall require an occupancy permit issued by the Kentucky Department of Housing, Building, and Construction and any other agencies that have statutory authority and approval requirements.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion (AIA Document G704CMA) that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

## **§ 9.9 Partial Occupancy or Use**

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



**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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

**§ 9.10 Final Completion and Final Payment**

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

- .1 Upon receipt and approval of the final Application for Payment, for each Contract and Purchase Order, if any, the Construction Manager will prepare, and the Construction Manager, Architect, and Owner shall complete their portion of the Kentucky Department of Education BG-4 Contract Closeout Form – 2013, and forward the board-approved BG-4 form to the Kentucky Department of Education with a copy of the final Certificate for Payment upon the Board authorizing the BG-4 form, accepting the Work, and approving final payment to the Contractor or Material Supplier.

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

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

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

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

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

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

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

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

### **§ 10.2 Safety of Persons and Property**

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

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

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

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

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

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

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

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

### **§ 10.3 Hazardous Materials**

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

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

### **§ 10.4 Emergencies**

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

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Liability Insurance**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for



which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Such insurance shall be no less than the following amounts:

(1) Public Liability	\$200,000.00 one person/maximum each person \$500,000.00 one accident/maximum each person
(2) Property Damage	\$200,000.00 one accident/maximum \$500,000.00 aggregate

§ 11.1.2.1 The insurance required by Section 11.1.1 shall be written for not less than the following limits, or greater if required by law:

- (1) Worker's Compensation:
  - a. State Statutory
  - b. Applicable Federal (e.g., Longshoreman's) Statutory
  - c. Employer's Liability \$500,000
- (2) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage);
  - a. General Aggregate (except Products-Completed Operations) \$1,000,000
  - b. Products-Completed Operations Aggregate \$1,000,000
  - c. Personal/Advertising Injury (per person/organization) \$1,000,000
  - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
  - e. Limit per Person Medical Expense \$10,000
  - f. Exclusions of Property in Contractors Care, Custody or Control will be eliminated.
  - g. Property Damage Liability Insurance will provide Coverage for Explosion, Collapse, and Underground Damage.
- (3) Contractual Liability:
  - a. General Aggregate \$1,000,000
  - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

- (4) Automobile Liability:
  - a. Bodily Injury \$500,000 Each Person  
\$1,000,000 Each Accident
  - b. Property Damage \$500,000 Each Accident, or  
a combined single limit of \$1,000,000
- (5) Liability coverage for the Owner, the Architect, the Architect's Consultants and others listed in the Supplementary Conditions will be provided (subject to customary exclusions for professional liability), by endorsement as additional insured's on the Contractor's Liability Policy.
- (6) Excess Liability Umbrella Form:
  - a. General Aggregate \$1,000,000
  - b. Each Occurrence \$1,000,000

§ 11.1.2.2 There shall be an endorsement in each of the above policies reading as follows: "It is hereby agreed that in the event of a claim arising under this policy, the company may not deny liability be reason of the insured being a state, county, municipal corporation or governmental agency."

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

## § 11.2 Owner's Liability Insurance

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

## § 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

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



commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

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

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

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

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

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

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

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

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.6.1 Before an exposure to loss may occur, the Owner shall provide the Architect and the Kentucky Department of Education with certificates of insurance coverage required by this Section 11.3.

§ 11.3.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall

provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

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

**§ 11.4.1** Unless otherwise provided, when the Contract Sum exceeds twenty-five thousand dollars (\$25,000) the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. A surety company authorized to do business in Kentucky shall execute bonds, and the cost thereof shall be included in the Contract Sum. Unless otherwise provided, the amount of each bond shall be equal to 100% of the Contract Sum plus Purchase Orders, or 100% of the Lump Sum Base Bid plus or minus accepted Alternates, whichever is greater.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. The Contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract and the payment of all persons performing labor on the project under the contract and furnishing materials, equipment or supplies in connection with the contract, including security for the payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law. The performance and payment bond (AIA Document A312-2010) shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky, and the contract instrument of bonds must be countersigned by a duly appointed and licensed agent resident of Kentucky.

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

#### **§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before or After Substantial Completion**

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

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

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

## **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

**§ 13.1.1** None of the Contract Documents for this project shall be construed against the party preparing documents on the grounds that the party prepared or drafted the document, or any portion thereof.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other.



If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

### **§ 13.3 Written Notice**

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

### **§ 13.4 Rights and Remedies**

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

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

### **§ 13.5 Tests and Inspections**

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

**§ 13.5.2** If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect 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 13.5.3, shall be at the Owner's expense.

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

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

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

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

### **§ 13.6 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as required by state law, or in the absence of law, at the legal rate prevailing at the time and place where the Project is located.



### § 13.7 Time Limits on Claims

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

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

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

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

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

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

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 **Notice of Claims.** Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 15.1.4 Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

**§ 15.1.5 Claims for Additional Time**

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

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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



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

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

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which shall be in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

### **§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.



**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

CASE NO  
PROJECT NAME  
CITY/COUNTY  
BID PACKAGE

Christian County High School Landscape Package  
Hopkinsville - Christian

**AFFIDAVIT OF ASSURANCES**  
**Pursuant to KRS 198B.060 (10)**

Comes the Applicant, \_\_\_\_\_ and states  
(Print Company Name)

Pursuant to KRS 198B.060 (10), that all contractors and sub-contractors employed or that will be employed on any activity under the above referenced project shall be in compliance with the Commonwealth of Kentucky requirements for Worker's Compensation Insurance (according to KRS Chapter 341).

THIS the \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
(Print Company Name)

\_\_\_\_\_  
Signature of Contractor, Owner or Owner's Agent

*To be completed by Notary:*

SUBSCRIBED and SWORN to before me by \_\_\_\_\_, Applicant, on this the  
\_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
Notary Public, State at Large

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

The undersigned agent, being duly sworn, states that neither he/she nor his/her firm has any relationship (financial or through kinship) to:

- x Any school board member or the superintendent;
- x Any or all prime contractors or material suppliers when using the construction management method of construction.

The undersigned further states that he/she has not entered into any agreement or collusion with any person relative to the price bid by anyone nor has he/she attempted to induce anyone to refrain from bidding.

Explain below any kinship or financial relationship you may have to any parties as mentioned above on this project.

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This affidavit is subject to KRS 45A.455 prohibition against conflict of interest, and gratuities and kickbacks.

\_\_\_\_\_  
**Name (Signature)**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name of Company**

Subscribed and Sworn to me this

\_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_



Notary Seal

Project Name: CHRISTIAN COUNTY HIGH SCHOOL – LANDSCAPE PACKAGE

# Kentucky Department of Education Version of **AIA** Document A132™ – 2009

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



This version of AIA Document A132™–2009 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A132–2009 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A132–2009 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as "AIA Document A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition — KDE Version," or "AIA Document A132™–2009 — KDE Version."



# Kentucky Department of Education Version of AIA Document A132™ – 2009

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

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

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

Christian County Board of Education  
200 Glass Avenue  
Hopkinsville, KY 42240

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

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

Christian County HS - Landscape Package  
5185 Ft Campbell Boulevard  
Hopkinsville, KY 42240

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

Alliance Corporation  
116 East College Street  
Glasgow, KY 42141

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

Hafer PSC  
21 Southeast 3rd Street, Suite 800  
Evansville, IN 47708

The Owner and Contractor agree as follows. \_\_\_\_\_



This version of AIA Document A132–2009 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A132 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A132–2009 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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 KDE versions of AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 — KDE Version is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

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

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

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work. Either list requirements for earlier Substantial Completion here or refer to an exhibit attached to this Agreement.)*

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

§ 3.4 Liquidated Damages. As actual damages for delay in completion of Work are impossible to determine, the Contractor and his Surety shall be liable for and shall pay to the Owner the sum of

(\$500.00/Day),

not as a penalty, but as fixed, agreed and liquidated damages for each calendar day of delay until the Contract Work is substantially completed as defined in the General Conditions of the Contract for Construction. The Owner shall have the right to deduct liquidated damages from money in hand otherwise due, or to become due, to the Contractor, or to sue and recover compensation for damages for failure to substantially complete the Work within the time stipulated herein. Said liquidated damages shall cease to accrue from the date of Substantial Completion.

#### 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 a Stipulated Sum in accordance with Section 4.2 below, less the Owner's direct Purchase Orders, if any, for Project materials or equipment.

Init.

**§ 4.2.1 The Stipulated Sum shall be**

(\$ \_\_\_\_\_), subject to additions and deletions as provided in the Contract Documents.

(List the base bid amount, sum of accepted alternates, total construction cost (the sum of base bid amount plus sum of accepted alternates), sum of Owner's direct Purchase Orders. The Contract Sum shall equal the sum of Total Construction Cost, less Owner direct Purchase Orders. Either list this information here or refer to an exhibit attached to this Agreement.)

	Amount
Base Bid	\$
Sum of Accepted Alternates	\$
Total Construction Cost (the sum of base bid amount plus sum of accepted alternates)	\$
Sum of Owner's direct Purchase Orders	\$
Contract Sum (total construction cost less Owner direct Purchase Orders)	\$

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

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

Number	Item Description	Amount
	<b>Total of Alternates</b>	

**§ 4.2.3 Unit prices, if any:**



*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable. Either list unit prices here or refer to an exhibit attached to this Agreement.)*

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

**§ 4.2.4 Allowances included in the Stipulated Sum, if any:**

*(Identify allowance and state exclusions, if any, from the allowance price. Either list allowances here or refer to an exhibit attached to this Agreement.)*

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

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

**§ 5.1.3** Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the certified amount in the Application for

Payment to the Contractor not later than the \_\_\_\_\_ day of the \_\_\_\_\_ month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than \_\_\_\_\_ ( ) days after the Construction Manager receives the Application for Payment.  
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;  
Add that portion of the Contract Sum properly allocable to materials and equipment delivered and
- .2 suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of \_\_\_\_\_ percent ( ) Subtract the aggregate of previous payments made by the Owner; and
- .3 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.
- .4

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

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

**§ 5.1.4.5** When Owner direct Purchase Orders are used, retainage that would otherwise be held on materials and equipment shall transfer to the Contractor, and the material suppliers will be paid the full amount of their invoices. The Owner shall retain ten percent (10%) from each Application for Payment, and an amount equal to ten percent (10%) of approved Purchase Order payments, up to fifty percent (50%) completion of the Work, then provided the Work is on schedule and satisfactory, and upon written request of the Contractor together with consent of surety and the recommendation of the Architect, the Owner shall approve a reduction in Retainage to five percent (5%) of the current Contract Sum plus Purchase Orders. No part of the five percent (5%) retainage shall be paid until after Substantial Completion of the Work, as defined in the General Conditions of the Contract for Construction. After Substantial Completion, if reasons for reduction in retainage are certified in writing by the Architect, a reduction to a lump sum amount less than the five percent (5%) retainage may be approved by the Owner when deemed reasonable. The minimum lump sum retainage shall be twice the estimated cost to correct deficient or incomplete work.

**§ 5.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 (Not Used)
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment: and
- .4 Neither the final payment nor any part of the remaining retained percentage of all payments shall become due until the Contractor delivers to the Owner an affidavit that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied and Consent of Surety to make final payments is received.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009 — KDE Version, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

### § 6.2 Binding Dispute Resolution

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

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

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A232-2009 — KDE Version.
- ☒ Litigation in a court of competent jurisdiction where the Project is located.
- ☐ Other: (Specify)

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

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

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009 — KDE Version; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009 — KDE Version.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

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

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

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

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:



*(Either list Supplementary and other Conditions of the Contract here or refer to an exhibit attached to this Agreement.)*

Document	Title	Date	Pages
----------	-------	------	-------

**§ 9.1.4 The Specifications:**

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

Section	Title	Date	Pages
---------	-------	------	-------

**§ 9.1.5 The Drawings:**

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

Number	Title	Date
--------	-------	------

**§ 9.1.6 The Addenda, if any:**

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

Number	Date	Pages
--------	------	-------

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

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

.1

.2

.3

.4 Other documents, if any, listed below:

*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232-2009 — KDE Version provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

A. AIA Document A701™-1997, Instructions to Bidders — KDE Version

B. Contractor's Form of Proposal

C. KDE Purchase Order Summary Form

## ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009 — KDE Version.

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Init.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009 — KDE Version. Either list insurance and bond information here or refer to an exhibit attached to this Agreement.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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# FACPAC Purchase Order Form (Ref#)

Form Status:

---

## Tier 1 Project:

BG Number:

Status: Active

District:

Phase: Project Initiation (View Checklist)

## Contract:

Type: CM Bid Package

Proposed

District PO Number

Ky Sales Tax Exempt Number

Date of Order

Specification Section

Material Description / Category

Requested By

Vendor Name

Vendor Address

Vendor Phone

Vendor Email

Bill To

Bill To Address

Ship To

Ship To Address

Attention Of

## Contacts

The following project contacts must be notified 48 hours in advance of delivery to jobsite.

---

**Contact Name**

**Contact Phone**

## Materials

Furnish the necessary materials to complete the following bid package(s) / specification section(s) in its entirety. All materials shall be in accordance with the requirements of the Contract.

---

**Item Description**

**Item  
Number**

**Quantity**

**Unit Price**

**Total**

Purchase Order Total:

## Authorization

---

Owner Authorization Date

Vendor Authorization Date

Attachments



## Purchase Order Signature Page (Online Form Ref# )

---

Vendor

Date

---

Owner

Date

### Terms and Conditions

1. Drawings, catalogs, cut sheets, or samples shall be submitted for approval.
2. All invoices shall be sent to the contractor/subcontractor designated on the purchase order for approval. No invoices shall be sent directly to the Board of Education (Owner) for payment.
3. All invoices shall reference the purchase order number.
4. No change in, modification of, or revision of this order shall be valid unless in writing and signed by the Owner.
5. Vendor agrees to observe and comply with all applicable federal, state and local laws, rules, ordinances and regulations in performance of this order.
6. Vendor shall not assign this order or any right hereunder without first having obtained the written consent of the Owner.
7. Deliveries are to be made in accordance with the Owner's schedule, as directed by the General Contractor (GC), Construction Manager (CM) or Qualified Provider (QP).
8. The Owner may cancel this purchase order in whole or in part in the event that the vendor fails or refuses to deliver any of the items purchased, within the time provided, or otherwise violates any of the conditions of this purchase order, or if it becomes evident that the vendor is not providing materials in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date.
9. The vendor agrees to deliver the items to the supplier hereunder free and clear of all liens, encumbrances and claims.
10. If any of the goods covered under this purchase order are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, the Owner, in addition to the other rights which it may have under warranty or otherwise, shall have the right to reject the same or require that such articles or materials be corrected or replaced promptly with satisfactory materials or workmanship.
11. By acknowledging receipt of this order, by performing the designated work or any portion thereof, or by shipping the designated goods, the vendor agrees to the terms and conditions outlined.
12. This purchase order shall be governed in all respects by the laws of the Commonwealth of Kentucky.
13. In the event the quantities of materials supplied via this purchase order are insufficient to complete the work, the GC, CM or QP shall, at no expense to the Owner, provide such materials as necessary to complete the work.
14. In the event that at the completion of the work the vendor has not submitted invoices totaling the value of this purchase order, this purchase order shall be considered complete and closed.

## **SPECIAL CONDITIONS**

### **Index:**

1. Definitions
2. General
3. Architect's Work Product
4. Administration of the Contract
5. Conflicts
6. Workmanship
7. Drawings and Specifications
8. Division of Specifications
9. Allocation of Work
10. Notice and Service Thereof
11. Codes and Ordinances
12. Substantial Completion, Final Completion and Subsequent Reviews
13. Storage of Materials
14. Layout of Building
15. Damaged Facilities
16. Unit Prices
17. Rules of Measurement
18. Interruption of Utilities
19. Contractor Coordination
20. Miscellaneous Provisions
21. The Kentucky Fairness Construction Act

**1. DEFINITIONS**

- 1a. The term "OWNER" as used throughout these documents means the CHRISTIAN COUNTY BOARD OF EDUCATION, 200 Glass Avenue, Hopkinsville, KY 42240.
- 1b. The term "ARCHITECT" as used throughout these documents means HAFER PSC, 21 Southeast 3<sup>rd</sup> Street, Suite 800, Evansville, IN 47708.
- 1c. The term "CIVIL ENGINEER" as used throughout these documents means BELL ENGINEERING, 107 Forbes Drive, Hopkinsville, KY 42240. \_
- 1d. The term "STRUCTURAL ENGINEER" as used throughout these documents means K & S ENGINEERING, PLLC, 124 Hillcrest Drive, Clarksville, TN 37043.
- 1e. The term "CONSTRUCTION MANAGER" as used throughout these documents means ALLIANCE CORPORATION, 116 E. College Street, Glasgow, KY 42141.
- 1f. The term "PLANS" and "DRAWINGS" are used interchangeably and are construed to have the same meaning.

**2. GENERAL**

- 2a. These specifications and drawings accompanying them describe the work to be done and the materials to be furnished for the CHRISTIAN COUNTY HIGH SCHOOL LANDSCAPE PACKAGE.
- 2b. Should any error or inconsistency appear in the Drawings or Specifications, the Contractor, before proceeding with the work, must make mention of the same to the Architect for proper adjustment and in no case proceed with the work in uncertainty or with insufficient drawings.
- 2c. The work under this contract does not include any items marked "NIC" on the drawings (not in contract).
- 2d. Contractors shall follow sizes in specifications or figures on drawings, in preference to scale measurements and follow detail drawings in preference to general drawings.
- 2e. Where is obvious that a drawing illustrates only a part of a given work, of a number of items; the remainder shall be deemed repetitious and so constructed.

**3. ARCHITECT'S WORK PRODUCT**

- 3a. The Architect's work product is prepared and produced for the sole and exclusive benefit of the Owner. Any real or inferred benefits to third parties are hereby expressly disclaimed.

**4. ADMINISTRATION OF THE CONTRACT**

- 4a. The Architect will perform certain administrative functions of the construction contract. Nothing contained in these contract documents, nor any other oral or written agreements, memoranda or communications shall create any express or implied contractual relationship between the Architect and the Contractor.

- 4b. The Architect may make periodic visits to the work site in accordance with the conditions of his contract with the Owner. The purpose of these visits and observations is to endeavor to guard against defects and deficiencies, not to supervise the Contractor's work.
- 4c. The Architect makes no express or implied representations of guaranteeing the Contractor's work.
- 4d. The Architect is not a specialist in construction methods, techniques, sequences or procedures and therefore assumes no responsibility for the construction operations and safety program.

**5. CONFLICTS**

- 5a. If there is any conflict in the General Conditions with the Special Conditions, the Special Conditions shall govern.

**6. WORKMANSHIP**

- 6a. The workmanship shall be of the highest quality, in every respect, as usually recognized in the building industry. Poor or inferior workmanship (as determined by the Construction Manager, Architect, Engineers or inspecting authorities) is to be removed and replaced to conform to the highest quality standards of the trades concerned, or otherwise corrected.

**7. DRAWINGS AND SPECIFICATIONS**

- 7a. The drawing dimensions shall have precedence over scaled measurements and details over general drawings. In case of conflicts between Drawings and Specifications, the more stringent shall apply.
- 7b. Figured dimensions on the drawings are reasonably accurate and should govern in setting out the work. However, should the Contractor discover discrepancies or inaccuracies, it shall be the Contractor's responsibility to bring them to the attention of the Architect before making any changes. Changes shall be made only with the approval of the Architect.
- 7c. If there is a conflict within or between contract documents involving quality or quantity of work required, it is intention of contract that work of highest quality or greater quantity indicated or specified shall be provided. Whether or not the word "all" is used, coverage is specifically and expressly noted. In all cases where an item is referred to in singular number, it is intended that reference shall apply to as many such items as are required to perform the work.

**8. DIVISION OF SPECIFICATIONS**

- 8a. Division of Specifications into sections is done for convenience of reference is not intended to control contractors in dividing work among subcontractors or to limit scope of work performed by any trade under any given section.

**9. ALLOCATION OF WORK**

- 9a. Where certain materials are specified to be installed under various headings, it shall be the responsibility of the Construction Manager to re-allocate such work under the proper subcontractor if the specification is in conflict with local jurisdiction.



**10. NOTICE AND SERVICE THEREOF**

- 10a. Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by registered mail, to the said Contractor at his last address, or delivered in person to said Contractor or his authorized representative on the work.

**11. CODES AND ORDINANCES**

- 11a. All branches of the work shown on the plans or specified, whether specifically mentioned or not, shall be executed in strict compliance with all local or state regulations and codes, and shall be in compliance with all National Codes, when same have jurisdiction.

**12. SUBSTANTIAL COMPLETION FINAL COMPLETION & SUBSEQUENT REVIEWS**

- 12a. In as much as all parties with and intend to prosecute the work in a diligent and good faith manner, and to complete the work in a timely fashion, the Contractor shall notify the Architect when the Contractor believes he has attained Substantial Completion. Notification in writing shall be made at least five (5) calendar days prior to the date set to the Substantial Completion review. The Contractor shall comply with the pre-requisite requirements for Substantial Completion as set forth in Section 016500 – Progress Payment and Closeout Procedures.
- 12b. Review Procedures - Upon receipt of the Contractor's request, the Architect will either proceed with review or advise Contractor of prerequisites not fulfilled. Following initial review, the Architect will either prepare a certificate of substantial completion, or advise the Contractor of work which must be performed prior to issuance of the certificate of substantial completion. The Architect will repeat the review when requested and assured by the Contractor, in writing, that the Work has been substantially completed. Results of the completed review will form the initial "punch list" for final acceptance.
- 12c. The Architect will review the work upon the receipt of the Contractor's notice that he believes in good faith that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Architect, the work has been completed, including punch list items from earlier reviews. Upon completion of review, the Architect will either recommend final acceptance and final payment or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance by issuance of another punch list.
- 12d. The Contractor, upon completion of all outstanding items set forth on the punch list, shall notify the Architect of the completion of the work. The Architect shall verify completion of the work by an on-site review.
- 12e. In the event that the work should still require further reviews after initial post final review, unless through no fault of the Contractor, the Contractor shall authorize the Owner to deduct from the remaining available construction funds those monies which represent the Architect's normal hourly compensation rates and normal expenses for any additional time and expense expended on this project by the Architect. Hourly rates and expense reimbursement rates will be governed by those rates stipulated in the Agreement between the Owner and Architect. The disbursement of available construction funds by the Owner to the Architect in the foregoing situation, described herein, shall represent only actual charges associated with the expenditure of the Architect's time and expense and in no way represent a penalty assessed to the Contractor.

12f. Substantial Completion: The General Conditions are modified as follows: "Substantial Completion" is the point at which, as certified in writing by the Owner and Architect, the project is at the level of completion, in strict compliance with the contract, where:

- Necessary approval by public regulatory authorities has been given;
- The Owner has received all required project warranties and documentation; and
- The Owner may enjoy beneficial use or occupancy and may use, operate, and maintain the project in all respects, for its intended purpose.

Partial use or occupancy shall not necessarily result in the project being deemed Substantially complete and shall not be evidence of substantial completion

### **13. STORAGE OF MATERIALS**

13a. Each Contractor providing materials and equipment shall be responsible for the proper and adequate storage of his materials and equipment, and for the removal of same upon completion of his work. Storage of materials at the site shall be confined to areas within the Construction Limits, and the Contractor's designated parking area if necessary, where designated by the CM and Architect.

### **14. LAYOUT OF BUILDING**

14a. Each Contractor shall lay out the work and be responsible for all lines, levels and measurements of all work executed under this Contract; he shall verify the figures before laying out the work and will be held responsible for any error resulting from his failure to do so.

14b. Each contractor shall be prepared to guarantee each of his subcontractors the dimensions, which they may require for the layout and fitting of their work to the surrounding work.

### **15. DAMAGED FACILITIES**

15a. Each Contractor shall repair and/or replace, at no expense to the Owner, any sections of existing roads, drives, streets, sidewalks, curbs, utilities, buildings and other structures damaged by reason of work performed under this Contract or incidental thereto, whether by his own forces or by his Subcontractors or by his Material Suppliers.

### **16. UNIT PRICES**

16a. The Unit Price for each of the items set forth in the Form of Proposal shall become a part of the Contract.

16b. All Unit Prices are subject to review by the Owner and Architect prior to being accepted for contract purposes.

16c. All Subcontractors shall be bound by the Unit Prices of each Contractor.

16d. It is mutually understood and agreed that such Unit Prices include all items of costs, overhead and profit for the Contractor and any Subcontractor(s) involved, and that they shall be used uniformly without modification for either additions or deductions.

16e. The Rules of Measurement, as specified in Paragraph 17 of this Section, shall apply in the use of Unit Prices.

- 16e1. Each Unit Price involving earthwork shall cover, among other things, engineering (surveying) costs and all costs of keeping excavations dry.

**17. RULES OF MEASUREMENT**

- 17a. The following Rules of Measurement shall apply in the use of Unit Prices.
- 17b. Except as provision is made hereinafter for arbitrary measurements, the quantity of excavation shall be its in-place volume before removal.
- 17c. No allowance will be made for excavating additional material of any nature taken out for the convenience of the Contractor, beyond the quantity computed under these Rules of Measurement.
- 17d. The quantities of excavation shall be computed from instrument readings in vertical cross sections located at such intervals as will assure accuracy.
- 17e. General excavation for buildings and sections of buildings, bases for equipment, sump pits, etc., involving an area of 200 or more square feet, shall be classified as "Mass Excavation".
- 17f. Excavation for pipes, wall footings, grade beams, column footings and sections of buildings such as bases for equipment, sump pits, etc., involving an area less than 200 square feet, shall be classified as "Trench Excavation".
- 17g. "Mass Excavation" shall arbitrarily be assumed to extend to vertical planes two feet (2') outside wall lines, and to the elevation of plan subgrade.
- 17h. "Trench Excavation" for walls, grade beams and sections of building, such as bases for equipment, sump pits, etc., involving an area less than 200 square feet shall be arbitrarily assumed to extend two feet (2') wider than wall and grade beam thicknesses and outside walls of sections of buildings such as bases for equipment, sump pit, etc., but in no case less than three feet (3') wide sides vertical.
- 17i. "Trench Excavation" for pipes shall arbitrarily be assumed to be two feet (2') wider than the outside diameter of the pipe barrel and with sides vertical.
- 17j. "Trench Excavation" for wall footings and column footings shall be computed as vertical shafts, each with a horizontal cross section identical in shape and size with the plan of the footing.
- 17k. The quantities of form work will be the area of forms in contact with concrete.
- 17l. Concrete quantities shall be computed from plan size or if there are no drawings, from actual measurement of the work ordered and placed, waste excluded.

**18. INTERRUPTIONS OF UTILITIES**

- 18a. Utility services to existing facilities shall not be interrupted unless absolutely necessary. Interruptions shall be of minimum duration and shall be scheduled to cause the least possible inconvenience. In all cases, the owner shall be notified well in advance of an anticipated interruption of utilities.

SPECIAL CONDITIONS

**19. CONTRACTOR COORDINATION**

- 19a. Each Contractor and all Subcontractors and other on-site contractors shall cooperate and coordinate their work to expedite the progress of the project. All Subcontractors shall review and refer to the drawings and specifications of other trades involved with their particular work before proceeding. Any work installed which conflicts with another trade and had not been brought to the attention of the Architect prior to installation shall be removed and reinstalled at no additional expense to the Owner.

**20. MISCELLANEOUS PROVISIONS**

- 20a. None of the Bidding Documents or Contract Documents prepared for this project, including, but not limited to all contracts, drawings, or specifications, shall be construed against the party preparing any document on the ground that the party prepared or drafted the document, or any portion thereof.

**21. THE KENTUCKY FAIRNESS IN CONSTRUCTION ACT**

21a. The Kentucky Fairness in Construction Act, KRS 371.400 to 371.990, applies to this construction contract, and where there is a conflict between the terms and conditions of these contract documents and the provisions of the Kentucky Fairness in Construction Act, the latter shall prevail.

21b. Compliance with KRS 45A.343: Within 10 days after award of the contract and as required by KRS 45A.343, Section (2) (a), each Contractor and all Subcontractors performing work under the contract shall in writing to the Owner reveal any final determination of a violation by the Contractor or Subcontractor within the previous 5 year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor. As required by KRS 45A.343, Section (2)(b), Contractors and Subcontractors performing work under the contract shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contract.

**(END OF SECTION SPECIAL CONDITIONS)**



# Kentucky Department of Education Version of **AIA** Document A312™ – 2010

## *Performance Bond and Payment Bond*



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Cite this document as "AIA Document A312™–2010, Performance Bond and Payment Bond— KDE Version," or "AIA Document A312™–2010 — KDE Version."

# Kentucky Department of Education Version of AIA Document A312™ – 2010

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

(Name and location)

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☒ See Section 16

**CONTRACTOR AS PRINCIPAL**

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

**SURETY**

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

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

Name

and Title:

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

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

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Kentucky Resident Agent:

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)



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

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

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

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

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

**§ 16** Modifications to this bond are as follows:

**§ 16.1** Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

**§ 16.2** Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

**§ 16.3** Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

**§ 16.4** No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_



# Kentucky Department of Education Version of AIA Document A312™ – 2010

## Payment Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

**CONSTRUCTION CONTRACT**

Date:

Amount:

Description:

(Name and location)

**BOND**

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☒ See Section 18

**CONTRACTOR AS PRINCIPAL**

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

**SURETY**

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

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

Name  
and Title:

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

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

Name  
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Kentucky Resident Agent:

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)



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

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

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

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

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

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

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

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

#### **§ 16 Definitions**

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

§ 18.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 18.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 18.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 18.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

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

**CONTRACTOR AS PRINCIPAL**

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

**SURETY**

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

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

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

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

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

## SECTION 004000 – DRAWING INDEX

### **GENERAL**

L1.0

L1.1

L1.2

L1.3

L2.1



## **SECTION 010000 - SITE CONDITIONS**

### **1. MISCELLANEOUS PROVISIONS**

#### **WORK UNDER OTHER CONTRACTS -**

Various items of equipment will be purchased separately by the Owner. The installation and coordination of these items will be specifically noted throughout the contract documents.

#### **CONTRACTOR USE OF PREMISES -**

General: During the construction period, the Contractor shall have limited use of the site for construction operations. The Contractor's use of the premises is limited by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.

General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site. Construction worker parking shall take place in a separate area.

#### **OWNER OCCUPANCY -**

Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to Substantial Completion provided that such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work.

A Certificate of Substantial Completion will be executed for each specific portion of the work to be occupied prior to Owner occupancy.

Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.

Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.

2. Bidders, before submitting proposals, shall visit and examine the site to satisfy themselves as to the nature and scope of the new construction and any difficulties attending the execution. The submission of a proposal will be construed as evidence that a visit and examination have been made. Later claims for labor, equipment or materials required or difficulties encountered which could have been foreseen had such an examination been made will not be recognized.
3. All Contractors shall exercise extreme caution while performing work in the area of existing underground work. Locate all underground utilities by careful hand excavation and provide all necessary and proper protection from damage.
4. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Architect/Engineer or CM immediately for directions as to procedure. Cooperate with the Owner, and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

5. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Architect/Engineer or CM, and then only after temporary utility services have been provided.
6. The base lines and levels necessary for the location and construction of the building shall be established by the Owner. Each Contractor shall perform his layout and grade work from this established information. CM reserves the right to check Contractors work at his discretion. Contractor will, upon request, assist the CM with verification of Contractor's work.

The Contractor shall be responsible for verification of all measurements at the site before ordering any materials or doing any work. No extra charge or compensation shall be allowed due to difference between actual dimensions and dimensions indicated on the drawings. Any such discrepancy in dimension which may be found shall be submitted to the Architect for his consideration before the Contractor proceeds with the work in the affected areas.

The Contractors shall follow sizes in specifications or figures on drawings, in preference to scale measurements and follow detail drawings in preference to general drawings.

Where it is obvious that a drawing illustrates only a part of a given work or of a number of items, the remainder shall be deemed repetitious and so constructed.

7. Each Contractor shall compare all levels given on drawings with actual levels and shall call attention to discrepancies if any occur.
8. Each Contractor shall verify and document with the Construction Manager all lines and levels and be responsible for the proper location of all his work.
9. The Contractor shall at all times enforce strict discipline and good order among the Contractors' employees. Any person conducting themselves in an inappropriate manner will be removed from the jobsite at the request of the Owner, Architect, Construction Manager or their employees. There will be no loitering by any employees on school property before or after the normal working hours for this Project.
  - a. All contractors will maintain a proper means of egress to the site and will keep all areas clean and free of obstructions at times when the building is occupied. Proper egress to the building area will be coordinated with the Construction Manager.
  - b. All contractors shall maintain a proper code of conduct for their workers to include proper dress, no alcohol, smoking, drugs, firearms, foul language or fraternizing with students and staff. Consistent with the intent of KRS 160.380, Subsection (3), this will prohibit employment of workers on this site convicted of felony sex crimes. Contractors to emphasize strict discipline at all times with their workers.
  - c. An employee shall be removed from the jobsite at the request of the Construction Manager, Architect or Owner.
10. For the duration of the Contract, each Contractor shall maintain all excavations, embankments, haul roads, access roads, parking lots, borrow areas, and all other work areas free from dust or mud, as determined by the Construction Manager. Industrial-accepted method of dust control suitable for the area involved, such as sprinkling, chemical treatment, or similar methods, will be permitted. All parking areas and roadways will be cleaned as required by the Construction Manager. No separate payment will be made for dust or mud control.

11. Contractor shall not permit fires unless otherwise specified within or adjacent to the limits of the Project site and shall be liable for all damage from any fire due directly or indirectly to its own activities or to those activities of its employees or of its subcontractors of any tier of their employees. Contractor shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have extinguisher equipment readily available and know-how for proper use.
12. Any existing roads, walks, grassed areas or facilities damaged or destroyed shall be repaired or replaced to the satisfaction of the Architect, Construction Manager and Owner. The expense will be borne completely by the Contractor or Material Supplier responsible.

**(END SECTION 010000)**

## **SECTION 010100 SUMMARY OF WORK**

### **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 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The overall Project consists of CHRISTIAN COUNTY HIGH SCHOOL ATHLETIC COMPLEX.
  - 1. Project Location: The project is located at 5185 Fort Campbell Boulevard, Hopkinsville, KY 42240.
  - 2. Owner: Christian County Board of Education.
- B. Contract Documents were prepared by HAFER, PSC.
- C. Briefly and without effect on the Contract Documents, the work of the Contract can be summarized as follows:
  - 1. This project involves the construction of a landscape package.
- D. Work NIC (Not in Contract).

#### **1.3 REGULATORY REQUIREMENTS**

- A. The following regulations are applicable to this project:
  - 1. Kentucky Building Code, Current Edition.
- B. Other regulations may also be applicable.
- C. Obtain copies of the regulations listed above and keep at the project site for the use of all parties.
- D. Submit copies of all permits, licenses and similar permissions obtained and receipts for fees paid to the Owner directly.

#### **1.4 CONTRACTOR USE OF PREMISES**

- A. General: During the construction period the Contractors shall have full use of the premises for construction operations, including use of the site. The Contractor's use of the premises is limited only by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
  - 1. Driveways and Entrances: Keep driveways and entrances serving the premises clear and

available to emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

2. Storage areas will be available on site.
3. Signs: Construction Manager to provide signs adequate to direct visitors and construction vehicles.
  - a. Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project.
4. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to areas approved by the Owner.
5. Lock automotive type vehicles, such as passenger cars, trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
6. During school hours, Contractors maintain responsibility for noise abatement. No radios will be allowed and use of power-actuated and pneumatic tools, sawings, hammering, etc., should be limited as much as possible.
7. Workers shall abide by a code of conduct to include wearing shirts at all times. Alcohol, smoking, drugs, firearms, foul language and fraternizing with students or staff is strictly prohibited. Employment of workers convicted of felony sex crimes is also prohibited consistent with the intent of KRS 160.380 Subsection (3).

**(END OF SECTION 010100)**



## **SECTION 010260 UNIT PRICES**

### **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 for unit prices.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Modification Procedures" for procedures for submitting and handling Change Orders.

#### **1.3 DEFINITIONS**

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.

#### **1.4 PROCEDURES**

- A. Unit prices represent work-in-place costs and include all necessary material, plus cost for delivery, installation, insurance, overhead, profit, and applicable taxes.
- B. Measurement and Payment: Refer to the Form of Proposal for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in the Special Conditions and Form of Proposal.
- C. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION (Not Applicable)**

**(END OF SECTION 010260)**

## **SECTION 010350 - MODIFICATION PROCEDURES**

### **PART 1 - GENERAL**

#### **RELATED DOCUMENTS**

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to this section.

#### **SUMMARY**

This section specifies administrative and procedural requirements for handling and processing Contract modifications.

Related Sections: The following sections contain requirements that relate to this section:

Division 1 Section "Unit Prices" for administrative requirements governing use of unit prices.

Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.

Division 1 Section "Progress Payment and Closeout Procedures" for administrative procedures governing applications for payment.

Division 1 Section "Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

#### **MINOR CHANGES IN THE WORK**

Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architect's Supplemental Instructions.

#### **CHANGE ORDER PROPOSAL REQUESTS**

Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

Proposal requests issued by the Architect are for information only and shall not be considered an instruction either to stop work in progress, or to execute the proposed change.

Unless otherwise indicated in the proposal request, within 20 days of receipt of the proposal request, submit to the Construction Manager for the Owner's review an estimate of cost including a complete breakdown of labor, materials and time necessary to execute the proposed change. The Contractor's pricing proposals that do not show complete labor and material breakdowns will not be acceptable.

Indicate the labor required in the form of Hours x Rate Per Hour = Labor Amount for Each Item.

Include a list of materials and quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect and Construction Manager.

Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.

Indicate the labor required in the form of Hours x Rate Per Hour = Labor Amount for Each Item.

Include a list of materials and quantities of products to be purchased and unit costs along with the total amount of purchases to be made. When requested, furnish survey data to substantiate quantities.

Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

Proposal Request Form: Use AIA document G709 for Change Order proposal requests.

#### **CONSTRUCTION CHANGE DIRECTIVE**

Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.

Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

#### **CHANGE ORDER PROCEDURES**

Upon the Owner's approval of a Change Order Proposal Request, the Construction Manager will issue a Change Order for signatures of the Owner, Architect and Contractor as provided in the Conditions of the Contract.

#### **PART 2 - PRODUCTS (Not Applicable)**

#### **PART 3 - EXECUTION (Not Applicable)**

**(END OF SECTION 010350)**

## **SECTION 010500 - SEQUENCING AND SCHEDULING OF THE WORK**

### **1.0 GENERAL REQUIREMENTS**

#### **1.01 RELATED DOCUMENTS**

1. The conditions of the Contract and applicable requirements of Division 1 govern this Section.
2. Work of Other Sections: Coordinate all work in this Section with related work in related Sections.
3. Refer to the Contract between the Owner and Trade Contractor, the General Conditions and other Contract Documents for other requirements related to Contract Time, Commencement of Work, Milestones, Substantial Completion and Final Completion and the Project Schedule.
4. The Work shall be prosecuted at such rate as will insure meeting the specified Milestone Dates and dates for Substantial Completion and Final Completion. By execution of the Contract, the Trade Contractor represents he has analyzed the work, the materials and methods involved, the systems of the building, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the work and agrees that the specified dates are reasonable considering the existing conditions prevailing in the locality of the work, including weather conditions, and other factors, with reasonable allowance for variations from average or ideal conditions.
5. Dates for Commencement, Milestone Dates and dates for Substantial and Final Completion are provided. A Project Schedule will be prepared and periodically updated by the Construction Manager as described in this Section, after award of Contract.

### **2.0 PROJECT SCHEDULE**

- 2.01 As a means for monitoring and controlling progress towards Milestones, Substantial Completion and Final Completion, the Construction Manager shall prepare and periodically update a Project Schedule which integrates the Work of all trade contractors, which incorporates the Milestone Dates and Dates of Substantial and Final Completion included in the Contract Documents and which generally follows the logic, sequence and duration of activities shown in the Proposed Construction Schedule. The Project Schedule will be prepared in accordance with the procedures described below.
- 2.02 After award of Contract, the Construction Manager shall hold a pre-construction meeting with the Trade Contractors to review his Milestone Dates and Dates for Substantial and Final Completion, the Pre-Bid Construction Schedule and the requirements of his Schedule Submission to the Construction Manager. At the sole discretion of the Construction Manager, the requirements of such Schedule Submission will include, but may not be limited to the following:
  1. The Trade Contractor shall submit for the Construction Manager's approval a detailed bar chart of all activities required to complete the Work, incorporating the date of Commencement of the Work, all Milestone Dates and the Dates of Substantial and Final Completion, and generally consistent with the Pre-Bid Construction Schedule. The bar chart shall clearly indicate the start and end dates of each activity and interrelationships with the work of others.

or

If directed by the Construction Manager, the Trade Contractor shall review a list of proposed activities developed by the Construction Manager for completeness, adding any activities which are missing; and shall provide the duration for all activities which must be generally consistent with the Pre-Bid Construction Schedule and shall indicate interrelationships with the work of others.

2. The Trade Contractor shall provide documentation supporting his estimates of activity durations, including assumed crew sizes, composition and production rates.
  3. Where requested by the Construction manager, the Trade Contractor shall submit graphic diagrams indicating the proposed sequence and/or direction of the Work.
  4. The Trade Contractor shall provide, if required by the CM, a Submittal Register identifying all required Submittals, the name of the vendor in each instance, the date, the materials and/or equipment covered by the Submittal are required on-site, the time required for fabrication and delivery and the date for submission of each submittal required by the Trade Contract.
- 2.03. Within fourteen (14) days after the Pre-Construction Meeting, the Trade Contractor shall prepare and provide a Schedule for the Construction Manager's approval in accordance with the requirements established at that meeting.
- 2.04. The Construction Manager shall review the Trade Contractor's Schedule Submission and may, at its sole discretion, request a re-submission, clarifications or additional supporting documentation. The Trade Contractor shall comply with such request. The Construction Manager will then proceed to incorporate the Trade Contractor's Schedule submission into the Project Schedule.
- 2.05. The Construction Manager will then complete and issue a preliminary Project Schedule for review and comment by each Trade Contractor. Trade Contractors shall submit comments within seven (7) days after receipt of Construction Manager's preliminary Project Schedule. Failure to respond within the seven (7) day period shall be deemed as acceptance by Trade Contractor of the preliminary Project Schedule.
- 2.06. Upon receipt of Trade Contractor's review comments, the Construction Manager shall incorporate such changes into the preliminary Project Schedule provided they do not affect Milestone Dates or dates of Substantial and Final Completion and provided they are consistent with the coordination requirements of other Trade Contractors. The Construction Manager shall issue the Project Schedule for acceptance by each Trade Contractor. This acceptance shall be provided in writing within seven (7) days of receipt of the Project Schedule. Failure to respond within the seven (7) day period shall be deemed as acceptance by the Trade Contractor of the Project Schedule.
- 2.07. The Construction Manager will review progress in relation to the Project Schedule periodically at the Job Progress Meeting, additional requirements for which are outlined in Section 01200 - Project Meetings. Each Trade Contractor shall be fully prepared to review and discuss progress-to-date, intended work activities and manpower requirements for the next two (2) weeks, coordination requirements with other trade contractors and the Construction Manager and days



remaining on each of its activities on the Project Schedule. Each Trade Contractor shall submit to the Construction Manager, prior to each Job Progress Meeting, a short interval schedule covering its activities for the next two (2) weeks.

- 2.08. The Construction Manager may, from time to time, update and revise the Project Schedule to reflect the actual progress of the work, approved time extensions and necessary or desirable changes in the logic, sequence or duration of activities. The Construction Manager will issue such revised and updated Project Schedules to each Trade Contractor, who shall be deemed to have accepted it unless he provides written notice of specific exceptions within three (3) days. It shall be each Trade Contractor's responsibility to keep himself advised of the job progress and the effects upon his work.
- 2.09. Any Contractor found to be negligent in the performance of their portion of the work can be charged with liquidated damages in the amount of \$500.00 per day for the duration of the delay period. This amount applies to each Bid Package and will not be proportioned if more than one Contractor is proven at fault in causing the delay.
- 2.10. A Contractor shall not be entitled to extra compensation for being required to perform this work later or earlier than scheduled at the time of the original schedule or updated schedules. Each Contractor shall assume overhead costs for the project until the project's final completion date.

### **3.0 MILESTONE DATES**

The following dates will govern the final project schedule. Contractors and Material Suppliers will indicate by bidding the project that they have the ability to meet the dates indicated. The implementing of liquidated damages as indicated in the paragraph above will be based on the dates indicated and the overall final construction schedule.

- A. A bar chart construction schedule is included in the contract documents, which outlines other milestone dates.

Start Construction:	October 1, 2025
Substantial Completion:	May 1, 2026
Final Completion:	June 1, 2026

- B. In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying the additional manpower, equipment and facilities and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the state of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.
  - 1) The Contractor shall not be entitled to an adjustment in the Contract Sum in Connection with Extraordinary Measures required by the Owner under or pursuant to this Paragraph 3.10.5
  - 2) The Owner may exercise the rights furnished the Owner under or pursuant to this Paragraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

All Bidders are advised that the above schedule must be strictly adhered to. No time extensions shall be granted except as provided in Article 8 of the General Conditions. Contractors are advised that they are to include in their proposal a sufficient number of workmen and/or necessary overtime to maintain the schedule.

**(END SECTION 010500)**

## **SECTION 011000 - PROJECT COORDINATION/CONTRACTOR RESPONSIBILITIES**

### **DESCRIPTION**

This project is being expedited through the method of Construction Management. In effect, the Owner is his own General Contractor and provides coordination and on-site supervision through the Construction Manager, acting as the Owner's Agent.

### **DUTIES OF CONSTRUCTION MANAGER**

1. Coordinate and schedule work of the various contractors.
2. Establish on-site lines of authority and communication; schedule and conduct project meetings among:
  - a. Owner's representative.
  - b. Architect.
  - c. Engineers.
  - d. Consultants.
  - e. Contractors.
  - f. Material Suppliers
3. Construction Schedules:
  - a. Coordinate schedules of the several contractors.
  - b. Monitor schedules as work progresses.
    - i. Identify potential variances between scheduled and probable completion.
    - ii. Recommend adjustments in schedule to meet required completion date.
    - iii. Provide summary reports on each monitoring.
    - iv. Document all changes in schedule.
  - c. Observe work to monitor compliance with schedule.
    - i. Verify that labor, equipment and product deliveries are adequate to maintain schedule.
    - ii. Report non-compliance to Owner with recommendation for remedy.
4. Temporary Facilities:
  - a. Allocate space for temporary structures furnished by each Contractor.
  - b. Monitor use of temporary utilities.
  - c. Verify that adequate services are provided to comply with requirements for work and climatic conditions.
  - d. Verify proper maintenance and operation of temporary and permanent facilities.
  - e. Administer use of Owner's facilities.
  - f. Administer traffic and parking controls, coordinate and delegate areas for on-site storage of materials.
5. Changes:
  - a. Recommend necessary or desirable changes to Architect.
  - b. Review Contractors' request for changes and for substitutions; submit recommendations to Architect.
  - c. Assist Architect in negotiating Change Orders.
  - d. Assist in the implementation of Change Orders.
6. Interpretations of Contract Documents:
  - a. Consult with Architect to obtain interpretations.
  - b. Assist in resolution of questions that may arise.
  - c. Transmit written interpretations to concerned parties.

7. Administer Processing of:
  - a. Payment requests.
  - b. Shop drawings, product data and samples.
  - c. Field drawings.
  - d. Coordination drawings.
  - e. Change orders.
8. Maintain Contract Documents, Reports and Records at Jobsite:
  - a. Complete on-site library of contract documents, approved shop drawings and other project related items.
  - b. Daily log of progress of work available to Architect and Owner's representative.
  - c. Obtain information from contractors and maintain record documents.
  - d. At completion of Project, deliver all record documents to Architect.
9. Verify that Specified Cleaning is done:
  - a. Upon determination of substantial completion of work or portion thereof, prepare for Architect a list of incomplete or unsatisfactory items.
10. Substantial Completion:
  - a. Upon determination of substantial completion of work or portion thereof, prepare for Architect a list of incomplete or unsatisfactory items.
11. Final Completion:
  - a. Upon determination that work is finally completed;
    - i. Submit written notice to Architect and Owner's representative that work is ready for final inspection.
    - ii. Secure and transmit to Architect required closeout submittals.
  - b. Turn over to Architect warranties, operations and maintenance data.
  - c. Turn over to Architect spare parts and maintenance materials.
12. The Construction Manager reserves the right to monitor payment and delivery activities direct with Contractor's suppliers. Each Contractor will provide upon request by the CM a complete list of Suppliers with purchase order numbers, addresses, telephone numbers and contact person under respective Bid Packages.

#### **DUTIES OF EACH CONTRACTOR**

13. Coordinate work of employees and subcontractors under the Contract.
14. Provide adequate information (time frames and manpower requirements) and delivery dates for the development of a Project Schedule by the CM.
15. Conduct work and expedite materials and equipment to assure compliance with schedule.
16. Transmit written instructions to concerned suppliers and subcontractors.
17. Under the administration of Construction Manager, coordinate work with that of other trade Contractors.
18. Cooperate with CM and Architect/Engineer.
19. Forward all communications to the Owner and Architect through the CM.

20. Attend Project Meetings as required.
21. The normal work schedule will be five (5) eight (8) hour days, Monday thru Friday of each week. Any deviation from this schedule will be subject to the approval of the Construction Manager.
22. Provide adequate manpower, material and equipment to keep the jobsite and work areas free from debris, dust and mud. Each trade contractor will be responsible for the removal from the site of debris relating from the processing of their work.

#### **CONSTRUCTION AND SAFETY DEVICES**

23.
  - a. Provide safety controls for protection of life and health of employees. Utilize precautionary methods for prevention of damage of property, materials, supplies and equipment, and for avoidance of work interruptions in performance of this Contract.
  - b. In order to provide such safety controls aforesaid, Contractor shall comply with the statutes, ordinances and regulations of any governmental entity, including, but not limited to all pertinent provisions of Kentucky Safety Standards of Division of Occupational Safety, Department of Labor, and Federal Occupational Safety and Health Construction Standards, that are in effect at time this Contract is entered into and during period in which Contract is to be performed.
  - c. Compliance with provisions of foregoing sections by subcontractors shall be responsibility of prime Contractor.
  - d. Each Contractor shall present, prior to award of its Contract, a comprehensive safety plan which it intends to implement on the project, which shall comply with all provisions of the contract documents, and all statutes, ordinances and regulations of any governmental entity. The plan shall describe in detail the personnel to be responsible for implementing the safety plan, the training programs to be conducted for its employees, and all other aspects of the safety program.
  - e. The safety of Contractors' employees, and the implementation of an adequate safety plan for the project as it relates to Contractors' employees, and all other persons on the project exposed to Contractors' operations shall be the primary responsibility of the Contractor. Neither the Construction Manager, Architect nor Owner, assume any liability of any kind to Contractor or to any other third party as a result of the review by Owner and/or Construction Manager of Contractor's safety program, or the enforcement of the provisions of such safety program or of these contract documents as they relate to safety. It is specifically not the intent of this Contract, or of the Contract between Owner and Construction Manager, to create a third party beneficiary relationship with any other persons who may be damaged or injured as a result of safety violations.

#### **MEANS AND METHODS**

24. Unless otherwise expressly provided in the Contract Documents, means and methods of construction shall be such as Contractor may choose; subject, however, to Architect and CM's right to reject means and methods proposed by Contractor which: (a) will constitute or create a hazard to work, or to persons or property; or (b) will not produce finished work in accordance with terms of Contract.

#### **TRANSPORTATION**

25.
  - a. Materials, products and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling.



- b. More detailed requirements for transportation and handling are specified under technical sections.

#### **STORAGE AND PROTECTION**

- 26. Verify quantity and quality, store and protect materials delivered at site from damage. Do not use damaged material on work.

#### **IDENTIFYING MARKINGS**

- 27. Do not fix name plates and other identifying markings on exposed surfaces of manufactured items installed in finished spaces.

#### **MEASUREMENTS**

- 28.
  - a. All Contractors furnishing materials and equipment for this Contract shall obtain exact dimensions at site.
  - b. Scale and figure dimensions on Drawings indicate correct size under ideal conditions and shall not under any circumstances be so construed as to relieve Contractor from responsibility of taking measurements at site and furnishing materials and equipment of correct size.

#### **COOPERATION AND DISPUTES**

- 29. The timely completion of this project is dependent largely upon the close and active cooperation and coordination of all those involved, it is therefore expressly understood and agreed that each Contractor shall lay out and install his work at such time or times, and in such a manner, as not to delay or interfere with the carrying forward of the work of other Contractors.
- 30. In the event a dispute arises with respect to possible or alleged interference between Contractors which may retard the progress of the work, the dispute shall be heard and settled by the CM and Architect, whose decision as to the party or parties at fault, and as to the manner in which the matter may be settled, shall be binding and conclusive on all parties.
- 31. Contractor is hereby put on notice that it is his contractual obligation to adjust difference between his several subcontractors. Attempts to have the CM and Architect and/or Owner settle disputes between Contractor and his subcontractors, or between subcontractors, will not be given consideration.

#### **WORKMANSHIP**

- 32. The workmanship shall be of the highest quality, in every respect, as usually recognized in the building industry. Poor or inferior workmanship (as determined by the Architect, Engineers, or inspecting authorities) is to be removed and replaced to conform to the highest quality standards of the trades concerned, or otherwise corrected.

**(END SECTION 011000)**

## **SECTION 011500 - FIELD ENGINEERING**

### **PART 1 - GENERAL**

#### **RELATED DOCUMENTS**

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

#### **SUMMARY**

General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:

- Land survey work.
- Civil engineering services.

#### **SUBMITTALS**

Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.

Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

#### **QUALITY ASSURANCE**

Surveyor: Engage a Registered Land Surveyor registered in the State where the project is located, to perform land surveying services required.

Engineer: Engage a Professional Engineer of the discipline required, registered in the state in which the Project is located, to perform required engineering services.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### **EXAMINATION**

The Owner's agent will identify existing control points and property line corner stakes.

Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.

Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.

Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.

Record benchmark locations, with horizontal and vertical data on Project Record Documents.

Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.

Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

#### PERFORMANCE

Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

Advise entities engaged in construction activities, of marked lines and levels provided for their use.

As construction proceeds, check every major element for line, level and plumb.

Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.

Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.

Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical Work.

Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.

**(END OF SECTION 011500)**

## **SECTION 012000 - PROJECT MEETINGS**

1. Construction Manager shall schedule and administer pre-bid meetings, pre-construction meetings, periodic progress meetings and specially called meetings throughout the progress of the work.
  - a. Prepare agenda for meetings.
  - b. Distribute written notice of each meeting four (4) days in advance of meeting date.
  - c. Make physical arrangements for meetings.
  - d. Preside at the meetings.
  - e. Record the minutes; including all significant proceedings and decisions.
  - f. Reproduce and distribute copies of minutes three (3) days after each meeting:
    - i. To all participants in the meeting.
    - ii. To all parties affected by decisions made at the meeting.
    - iii. To Architect/Engineer.
2. Representatives of Contractors, Subcontractors and Suppliers attending the meetings shall be qualified and authorized to act on behalf of the respective parties they each represent.
3. Architect/Engineer may attend meetings to ascertain that work is expedited consistent with the Contract Documents and Construction Schedule.

### **PRE-CONSTRUCTION MEETINGS**

4. Schedule within 15 days after date of "Notice to Proceed" or execution of the Contract.
5. Location: A central site, convenient for all parties, designated by the Construction Manager.
6. Attendance:
  - a. Owner's representative
  - b. Architect/Engineer and his professional consultants
  - c. Construction Manager
  - d. Contractors and Major Suppliers
  - e. Others as appropriate
7. Suggested Agenda:
  - a. Distribution and discussion of:
    - i. List of major subcontractors and suppliers.
    - ii. Projected Construction Schedules.
  - b. Critical work sequencing.
  - c. Major equipment deliveries and priorities.
  - d. Project coordination.
  - e. Procedures and processing of:
    - i. Field Decisions.
    - ii. Proposal Requests.
    - iii. Submittals.
    - iv. Change Orders.
    - v. Applications for Payment.
  - f. Adequacy of distribution of Contract Documents.
  - g. Procedures of maintaining documents.
  - h. Use of premises:
    - i. Office, work and storage areas.
    - ii. Owner's requirements.

- i. Construction facilities, controls and construction aids.
- j. Temporary utilities.
- k. Safety and first-aid procedures.
- l. Security procedures.
- m. Housekeeping procedures.

#### **PROGRESS MEETING**

- 8. Schedule regular periodic meetings as required.
- 9. Hold called meetings as required by progress of work.
- 10. Location of Meetings: The project field office of the Construction Manager.
- 11. Attendance:
  - a. Architect/Engineer, or his professional consultants as needed.
  - b. Contractors as appropriate to the agenda.
  - c. Suppliers as appropriate to the agenda.
  - d. Others.
- 12. Suggested Agenda:
  - a. Review of work progress since previous meeting.
  - b. Field observations, problems and conflicts.
  - c. Problems which impede Construction Schedule.
  - d. Review of off-site fabrication and delivery schedules.
  - e. Corrective measures and procedures to regain projected schedule.
  - f. Coordination of schedules.
  - g. Review submittal schedules and expedite as required.
- 13. Attendance at progress meetings is considered a part of the performance of the Contract. The purpose of this meeting is to schedule and coordinate the entire project. If a Contractor or Material Supplier has been properly notified by the Construction Manager to attend said meeting and it is not attended by a representative of the Contractor or Material Supplier, familiar with this project, and with pertinent information concerning this project, payment can be withheld until such time as another meeting can be held.
- 14. This meeting will normally be held following the Owner's Board Meeting where approval of Application for Payment is made. Distribution of payments to Contractors and Material Suppliers for previous month's billing can be made at this time.

**(END SECTION 012000)**



## **SECTION 013000 – ELECTRONIC/DIGITAL SUBMITTALS**

1. Shop Drawings shall be submitted to the Construction Manager electronically (PDF format only) as per the attached Submittal Instructions. All shop drawings submittals shall be via [submittals@alliancecorporation.com](mailto:submittals@alliancecorporation.com). Color selectors and samples shall be sent directly to the Construction Manager's Glasgow office unless indicated otherwise.
2. All submittals and color selectors/samples shall contain an executed copy of the "Submittal Transmittal" that is issued by the Construction Manager and be submitted to the Construction Manager within 45 days of the Contract Award or the "Notice to Proceed". Failure to comply with this submission requirement will be inferred by the Owner as to failure to properly execute the Contract. Continue neglect of the responsibility by the Contractor to submit shop drawings/submittals will make the Contractor liable for liquidated damages. All color submittals shall be provided to the Construction Manager within 45 days of the Contract Award or "Notice to Proceed".
3. Electronic submittals/drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.
4. Product Data:
  - a. Attach executed copy of "Submittal Transmittal" indicating the content of each submittal item.
  - b. Clearly mark the specification section to which the submittal is being made
  - c. Clearly mark each copy to identify pertinent products or models.
  - d. Show performance characteristics and capacities.
  - e. Show dimensions and clearances required.
  - f. Show wiring or piping diagrams and controls.
5. Manufacturer's Standard Schematic Drawings and Diagrams:
  - a. Modify drawings and diagrams to delete information which is not applicable to the work.
  - b. Supplement standard information to provide information specifically applicable to the work.
6. Submit Samples of sufficient size and quantity to clearly illustrate:
  - a. Functional characteristics of the product with integrally related parts and attachment devices.
  - b. Full range of color, texture and pattern.

NOTE: All submittal information is to be received electronically as instructed by the Construction Manager within 45 days of the date of "Notice to Proceed" or Contract Date, whichever is the earliest date. Failure to comply with this requirement will be considered as a failure to properly perform and comply with the Project Schedule.

### **CONTRACTOR/SUPPLIER RESPONSIBILITIES**

7. It is the Submitting Contractor's responsibility to maintain a valid and regularly monitored e-mail address by which submittals and other information are being distributed to and from.
8. Review Shop Drawings, Product Data and Samples prior to submission. It is the furnishing/installing Contractor's responsibility to thoroughly review the submittal and indicate so either by "Reviewed By" stamp or cover sheet indicating the submittal has been reviewed. No request for additional time or monies will be accepted due to failure of the Contractor to review the submission prior to submission to the Construction Manager.

9. Determine and Verify:
  - a. Field measurements.
  - b. Field construction criteria.
  - c. Catalog numbers and similar data.
  - d. Conformance with specifications
10. Coordinate each submittal with requirements of the work and of the Contract Documents.
11. Notify the Construction Manager and Architect/Engineer in writing, at the time of submission, of deviations in the submittals from requirements of the Contract Documents.
12. Begin no fabrication or work which requires submittals until return of submittals reviewed by the Architect/Engineer approval.
13. Make electronic submittals promptly in accordance with approved schedule and in such sequence as to cause no delay in the work or in work of other Contractors.
14. Number of Submittals required:
  - a. Electronic Shop Drawings: Submit one (1) copy via e-mail as instructed. All submittals shall be legible and be clearly understandable.
  - b. Color Selectors/samples: **TWO (2) EACH**
15. Submittals shall contain:
  - a. Executed copy of "Submittal Transmittal" issued by the Construction Manager and outlines requirements as set forth in the Contract Documents.
  - b. Date of submission and dates of previous submissions.
  - c. Project title, number and specification section.
  - d. Contract identification.
  - e. Names of:
    - i. Contractor
    - ii. Supplier
    - iii. Manufacturer
  - f. Identification of product with specification section number.
  - g. Field dimensions, clearly identified as such.
  - h. Relation to adjacent or critical features of the work or materials.
  - i. Applicable standards, such as ASTM or Federal Specification numbers.
  - j. Identification of deviations from Contract Documents.
  - k. Identification of revisions on re-submittals.
  - l. An 8" x 3" blank space for Contractor, Construction Manager and Architect/Engineer stamps.
  - m. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of work within the submittal with requirements of the work and Contract Documents.
16. Stamp of Architect on returned shop drawing and samples shall be interpreted as follows:
  - a. No Exceptions Taken: No corrections, proceed with work provided it complies with the contract documents.
  - b. Reviewed/Note Markings: Items marked up shall not be fabricated or furnished without incorporation of marks and notes.
  - c. Rejected: Item is rejected as not in accordance with contract requirements, or for other justified cause. Submission shall be revised and re-submitted. No item shall be fabricated or furnished under this stamp.

- d. Revise and re-submit: Do not proceed with work. Submit revised shop drawings and samples for review.
- 17. A Contractor or Material Supplier shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Construction Manager's and/or the Architect's review of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Construction Manager and the Architect in writing of such deviation at the time of submission and the Construction Manager and Architect have given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.
- 18. Any Contractor or Material Supplier, upon request from the Construction Manager, will provide adequate information to verify the quantity of specific materials which have been ordered for this project. This does not relieve the Contractor or Material Supplier of the responsibility of providing adequate materials on a timely basis to meet the project schedule.
- 19. Make corrections or changes in submittals required by the Architect/Engineer and re-submit electronically per established process.
- 20. Shop Drawings and Product Data:
  - a. Revise initial drawings or data, and re-submit as specified for initial submittal.
  - b. Indicate changes which have been made other than those requested by the Architect/Engineer.
- 21. Samples: Submit new samples as required for initial selections.

#### **DISTRIBUTION BY CM**

- 22. Electronic distribution of Shop Drawings and copies of Product Data which carry the Architect/Engineer stamp "No Exceptions Taken" or "Note Markings" to:
  - a. Furnishing/Installing Contractor
  - a. Jobsite file.
  - b. Record Documents file.
  - c. Other affected Contractors.
- 23. Distribute samples which carry the Architect/Engineer stamp of approval as directed by the Architect/Engineer.

#### **ARCHITECT/ENGINEER DUTIES**

- 24. Review submittals with reasonable promptness and in accordance with schedule.
- 25. Affix stamp and initials or signature, and indicate requirements for re-submittal, or review of submittal.
- 26. Return submittals through Construction Manager for distribution, or for re-submission to Contractors and Material Suppliers.

**(END OF SECTION 013000)**

## **SECTION 014000 - CODES, STANDARDS AND INDUSTRY SPECIFICATIONS**

1. a. Material or operations specified by reference to published specifications of a manufacturer, testing agency, society, association or other published standards shall comply with requirements thereto in effect on date of Advertisement for Bidders.
- b. Discrepancies between referenced codes, standards, specifications and Contract Documents shall be governed by the latter unless written interpretation is obtained from Architect.
- c. Material or work specified by reference to conform to a standard, code, law, or regulation shall be governed by Contract Documents when they exceed requirements of such references; referenced standards shall govern when they exceed Contract Documents.

When Contract Documents require that a product be in accordance with Federal Specification, ASTM designation, ANSI specification, or other association standard, at Architect's request, Contractor shall present an affidavit from manufacturer certifying that product complies therewith. Where requested or specified, submit supporting test data to substantiate.

### **MANUFACTURER'S DIRECTIONS**

2. Utilize manufactured articles, materials and equipment as directed by manufacturers unless herein specified to contrary. Discrepancy between an installation required by Contract Documents and manufacturer's instructions and recommendations shall be resolved by Architect before work may proceed.

### **QUALITY CONTROL AND TESTING LABORATORY SERVICES**

3. Contractors shall employ and pay for services of independent testing laboratory to perform specified services and testing, or shall assist or coordinate with laboratory personnel, employed by the Owner, in the performance of specified services and testing. This responsibility is as noted under the separate sections.

### **CONTRACTOR'S RESPONSIBILITY**

4. Cooperate with laboratory personnel, provide access to work, to manufacturer's operations.
5. Secure and deliver to laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
6. Provide to laboratory preliminary design mix proposed to be used for concrete and other material mixes which require control by the testing laboratory.
7. Furnish copies of Products test reports as required.
8. Furnish incidental labor and facilities:
  - a. To provide access to work to be tested.
  - b. To obtain and handle samples at project site or at source of product to be tested.
  - c. To facilitate inspections and tests.
  - d. For storage and curing of test samples.
9. Notify laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of test.
10. Employ and pay for services of separate, equally qualified independent testing laboratory to perform

additional inspections, sampling and testing required:

- a. For Contractor's convenience.
- b. When initial tests indicate work does not comply with the Contract Documents.

11. Promptly submit three (3) copies of written report of all tests and inspections to Architect/Engineer and Construction Manager. Each report shall include:

- a. Date issued.
- b. Project title and number.
- c. Testing laboratory name, address and telephone number.
- d. Name and signature of laboratory inspector.
- e. Date and time of sampling or inspection.
- f. Record of temperature and weather conditions.
- g. Date of test.
- h. Identification of product and specification section.
- i. Location of sample or test in the project.
- j. Type of inspection or test.
- k. Results of tests and compliance with Contract Documents.
- l. Interpretation of test results, when requested by Architect/Engineer or Construction Manager.

**(END SECTION 014000)**

## **SECTION 014100 STRUCTURAL TESTING/INSPECTION AGENCY SERVICES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Section summarizes the responsibility of the Contractor and the Testing/Inspection Agency in the performance of the testing/inspection specified in the Contract Documents.
- B. Neither the observation of the Architect/Structural Engineer in the administration of the contract, nor tests/inspections by the Testing/Inspection Agency, nor approvals by persons other than the Architect/Structural Engineer shall relieve the Contractor from his obligation to perform the work in accordance with the Contract Documents.

#### **1.02 RELATED SECTIONS**

- A. Section 013000 - Submittals.  
  
Coordination with drawings and specifications.

#### **1.03 REFERENCES**

- A. ASTM D3740 – Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- B. ASTM E329 – Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction.
- C. American Council of Independent Laboratories – Recommended Requirements for Independent Laboratories Qualifications.

#### **1.04 SELECTION AND PAYMENT**

- A. Owner will employ and pay for the initial testing/inspection services that are required by the Contract Documents.
- B. Contractor shall pay for any additional testing/inspection required for work or materials not complying with Contract Documents due to negligence or nonconformance.
- C. Contractor shall pay for any additional testing/inspection required for his convenience.

#### **1.05 TESTING/INSPECTION REQUIREMENT SUMMARY**

- A. Specific testing/inspection requirements are given in the following specification sections:
  - 312000 - Earth Moving
  - 033000 – Cast-in-Place Concrete
  - 042000 – Unit Masonry
  - 051200 – Structural Steel Framing



1.06 STRUCTURAL TESTING/INSPECTION REQUIREMENT SUMMARY

- A. Specific structural testing/inspection requirements are provided in the notes on the Structural Drawings.

1.07 STRUCTURAL TESTING/INSPECTION AGENCY'S QUALIFICATIONS

- A. Provide personnel with a minimum of two years' experience and qualified to perform the structural testing/inspection required by the Contract Documents.
- B. Comply with the American Council of Independent Laboratories recommended requirements.
- C. Comply with ASTM E329.
- D. Maintain properly calibrated equipment; calibrated within the past 12 months with devices of accuracy traceable to either National Bureau of Standards (NBS) Standards or accepted values of natural physical constants.

**PART 2 MATERIALS - NOT USED**

**PART 3 EXECUTION**

3.01 TESTING PRECONSTRUCTION MEETING

- A. A structural preconstruction meeting will be conducted at the construction site by the Structural Engineer to discuss quality issues. The parties involved will be the Architect, Construction Manager, Contractors, Testing/Inspection Agency, appropriate subcontractors, suppliers and detailers.

3.02 TESTING/INSPECTION AGENCY'S ESPONSIBILITIES

- A. Cooperate with the Contractor and provide timely service.
- B. Upon arriving at the construction site, sign in and notify the Contractor of presence.
- C. Select the representative samples that are to be tested/inspected.
- D. Perform tests/inspection as outlined in Contract Documents, the applicable codes, and as directed by the Structural Engineer.
- E. Report work and materials not complying with Contract Documents immediately to the Contractor and Structural Engineer.
- F. Leave copies of field notes with the Contractor and Construction Manager prior to leaving the construction site. Field notes shall include the message given to the Contractor, date, time of message, name of Contractor's representative informed, type and location of work or materials tested/inspected, whether the work or materials complies with Contract Documents and name of the Testing/Inspection Agency's representative.
- G. Report and distribute results of tests/inspections promptly in the form of written reports as directed by the Structural Engineer.

- H. Testing/Inspection Agency shall not alter requirements of Contract Documents, approve or reject any portion of the work, or perform duties of the Contractor.

### 3.03 CONTRACTOR'S RESPONSIBILITIES

- A. Provide copy of Contract Documents to the Structural Testing/Inspection Agency.
- B. Arrange the preconstruction meeting to discuss quality issues.
- C. Notify the Testing/Inspection Agency sufficiently in advance of operations to allow assignment of personnel and scheduling of tests.
- D. Cooperate with Testing/Inspection Agency and provide access to work.
- E. Provide samples of materials to be tested in required quantities if specified.
- F. Furnish copies of mill test reports when requested.
- G. Provide storage space for Structural Testing/Inspection Agency's exclusive use, such as for storing and curing concrete testing samples
- H. Provide labor to assist the Testing/Inspection Agency in performing tests/inspections.

### 3.04 OPTIONS

- A. If the Structural Testing/Inspection Agency is located at such a distance from the project that travel expenses will be a consideration, or if the amount of sampling performed is minor, and by mutual agreement of the Architect/Structural Engineer and Contractor, the Contractor may be requested to take samples and forward them to the Structural Testing/Inspection Agency for testing/inspection.

**(END SECTION 014100)**

## SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

### GENERAL

1. **The following items apply to each individual Contractor as it pertains to their work, except as noted to be furnished by Construction Manager, BP 262 - Electrical Contractor, BP 222 – Plumbing & HVAC Contractor, BP 032 General Trades Contractor.**
2. **Barriers:**  
Provide suitable barriers required to prevent public entry, and to protect the work, existing facilities, trees and plants from construction. Remove when no longer needed or at completion of work.
3. **Project Identification and Signs: By BP 032 General Trades Contractor**
  - a. Provide and maintain project and temporary on-site informational signs:
    - i. As required by codes, laws and regulatory agencies (i.e., hard hat area, etc). n. To identify key elements of construction facilities.
    - ii. To direct traffic, automotive and walking.
    - iii. Project identification sign 4' x 8' (\$500.00).
4. **Field Offices or Sheds:**
  - a. Provide and maintain temporary field offices for entire construction phase.
  - b. Maintain and supervise use of designated existing spaces for offices. Provide furnishings and clean and restore spaces to original use at completion of the work.
  - c. Provide and maintain storage and work sheds needed for construction; remove after completion of work.
5. **Office Facilities: By Construction Manager**
  - a. Furnishings for office and meeting area as required for general use and to provide space for project meetings.
6. **Storage Sheds:**
  - a. To requirements of the various trades.
  - b. Dimensions: Adequate for storage and handling of products.
  - c. Ventilation: Comply with specified and code requirements for the products stored.
  - d. Heating: Adequate to maintain temperatures specified in the respective section for the products stored.

### TEMPORARY UTILITIES

7. **Temporary Electricity and Lighting: By BP 262 - Electrical Contractor**
  - a. Provide and maintain power connections from a new temporary electrical service to the building and office trailers.
  - b. Provide circuit and branch wiring with area distribution services located so that power and lighting is available by use of construction-type power cords (provide 2 – 200-amp portable temporary power panels).
  - c. Provide and maintain adequate artificial lighting, minimum of 30-foot candles where any finish trades are working for areas of work when natural light is not adequate. This includes all wiring and lamps during construction. Temporary lighting will be installed as soon as possible after roof deck is installed to comply with OSHA standards.
  - d. Metered cost of power during construction will be by the Owner as long as consumption is reasonable.
  - e. Comply with all OSHA standards (as required).

**8. Temporary Heat and Ventilation: By BP 222 - Plumbing & HVAC Contractor**

- a. Each contractor shall be responsible for providing and maintaining adequate ventilation of enclosed areas for curing of installed materials to prevent hazardous accumulation of dust, fumes, vapors or gases.
- b. The anticipated project schedule does indicate that the mechanical system will be sufficiently complete so as to allow operation near the end of the project for temporary heat and ventilation. The BP 225-HVAC Contractor shall cooperate with the Construction Manager, Architect, Owner and other contractors to allow use of the system. The use of the mechanical system shall not affect the specified warranty period. Cost of all electrical power consumed shall be by the owner.

**9. Temporary Water: By BP 222- Plumbing & HVAC Contractor**

- a. Provide and install one (1) frost proof hydrants and piping, include 200' of pipe for the hydrant.
- b. Metered cost of water during construction will be by the Owner as long as consumption is reasonable.

**10. Temporary Sanitary Facilities: By Bid Package 032 General Trades**

- a. Provide sanitation facilities

11. Comply with federal, state and local codes and regulations and with utility company requirements.

**USE OF PERMANENT SYSTEMS**

**12. Temporary Use of Equipment by BP-222 Plumbing & HVAC, and BP-262 Electrical Contractor(s).**

The permanent heating, plumbing and electrical equipment, when installed, may be used for temporary services, subject to the approval of the Architect and CM. The Contractor shall make any replacement required due to damage without cost. The Contractor shall assume all cost of leaving the same "as new" condition. Cost of fuel consumed during construction will be by the Owner. At the time of acceptance of the system by the Architect, all construction filters and other temporary items will be removed and replaced with new. Provide (2) complete sets of Construction Filters for permanent HVAC Equipment. All warranties on equipment will start from the date of substantial completion, even though equipment may be in use prior.

- a. Temporary wiring and controls will be provided if required to operate the permanent systems until all systems and programming are completed by BP 222 and BP 262.

**GLASS REPLACEMENT**

13. The responsible Contractor shall assume all costs of replacement of glass broken, cracked, or damaged by him. Glass scratched through improper cleaning shall be considered damaged and shall be replaced by the party that caused the damage.

**CONSTRUCTION AIDS**

14. Provide construction aids and equipment required by personnel and to facilitate the execution of the work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.

**15. Temporary Enclosures: By BP 032-General Trades Contractor**

- a. Provide temporary weather-tight enclosures at exterior walls for successive areas of the building as work progresses, as necessary to provide acceptable working conditions, provide weather protection of interior materials and to prevent entry of unauthorized persons.

- i. Provide temporary exterior doors with self-closing hardware and padlocks.
- ii. Other enclosures shall be removable as necessary for work and for handling of materials.
- iii. Provide temporary enclosures for all window openings.

16. Removal: Shall be by each respective Contractor responsible for original installation. Restore permanent facilities used for temporary services to specified conditions. Clean and repair damage caused by installation or by use of temporary facilities. Grade areas of site affected by temporary installations to required elevations and slopes and clean areas.

**(END SECTION 015000)**

## **SECTION 015713 –TEMPORARY EROSION AND SEDIMENT CONTROL**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Prevention of erosion due to construction.
- B. Prevention of sedimentation of waterways, open drainage ways and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to noncompliance by Contractor.

#### **1.2 RELATED REQUIREMENTS**

- A. Section 311000 – Site Clearing, limits on clearing, disposition of vegetative clearing debris.
- B. Section 312200 – Grading: Temporary and permanent grade changes for erosion control.

#### **1.3 REGULATORY REQUIREMENTS**

- A. ASTM D4355 – Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.
- B. ASTM D4491 – Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
- C. ASTM D4533 – Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
- D. ASTM D4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
- E. ASTM D4751 – Standard Test Method for Determining Apparent Opening Size of a Geotextile.
- F. ASTM D4873 – Standard Guide for Identification, Storage and Handling of Geosynthetic Rolls and Samples.
- G. EPA (NPDES) – National Pollutant Discharge Elimination System (NPDES), Construction General Permit.
- H. FHWA FLP-94-005 – Best Management Practices for Erosion and Sediment Control; Federal Highway Administration.
- I. USDA TR-55 – Urban Hydrology for Small Watersheds; USDA Natural Resources Conservation Service.

#### **1.4 PERFORMANCE REQUIREMENTS**

- A. Comply with all requirements of US Environmental Protection Agency for erosion and sedimentation control, as specified for the National Pollutant Discharge Elimination System (NPDES), Phases I and II, under requirements for the 2003 Construction General Permit (CGP), whether the project is required by law to comply or not.



- B. Also comply with all more stringent requirements of State of Kentucky Erosion and Sedimentation.
- C. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports.
- D. Do not begin clearing, grading or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
  - 1. Obtain and pay for permits and provide security required by authority having jurisdiction.
  - 2. Owner will withhold payment to Contractor equivalent to all fines resulting from non-compliance with applicable regulations.
- E. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occur.
- F. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
  - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
  - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- G. Erosion On Site: Minimize wind, water and vehicular erosion of soil on project site due to construction activities for this project.
  - 1. Control movement of sediment and soil from temporary stockpiles of soil.
  - 2. Prevent development of ruts due to equipment and vehicular traffic.
  - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- H. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
  - 1. Prevent windblown soil from leaving the project site.
  - 2. Prevent tracking of mud onto public roads outside site.
  - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
  - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.

- I. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers and sanitary sewers.
  - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner, remove deposited sediments, comply with requirements of authorities having jurisdiction.
  - 2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.
- J. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers and sanitary sewers.
  - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments. comply with requirements of authorities having jurisdiction.
- K. Open Water: Prevent standing water that could become stagnant.
- L. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

## **1.5 SUBMITTALS**

- A. Erosion and Sedimentation Control Plus:
  - 1. Submit within two (2) weeks after Notice to Proceed.
  - 2. Include:
    - a. Site plan identifying soils and vegetation, existing erosion problems and areas vulnerable to erosion due to topography, soils vegetation or drainage.
    - b. Site plan showing grading, temporary roads, traffic accesses and other temporary construction and proposed preventive measures.
    - c. Where extensive areas of soil will be disturbed, include storm water flow and volume calculations, soil loss predictions and proposed preventive measures.
    - d. Schedule of temporary preventive measures, in relation to ground disturbing activities.
    - e. Other information required by law.
    - f. Format required by law is acceptable, provided any additional information specified is also included.
  - 3. Obtain the approval of the Plan by authorities having jurisdiction.
  - 4. Obtain the approval of the Plan by Owner.

- B. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer, indicate actual minimum average roll values, identify fabric by roll identification numbers.
- C. Inspection Reports: Submit report of each inspection, identify each preventive measure, indicate condition and specify maintenance or repair required and accomplished.
- D. Product and Manufacturer data for Drop Inlet Sediment Traps.
- E. Maintenance Instructions: Provide instructions covering inspection and maintenance for temporary measures used during construction and temporary measures that must remain after Substantial Completion.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

- A. Mulch: Use one of the following
  - 1. Straw. Do not use hay.
  - 2. Wood waste, chips or barks.
  - 3. Erosion control matting or netting.
- B. Grass Seed for Temporary Cover: Select a species appropriate to climate, planting season and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew and Insects, non-biodegradable, in longest lengths possible, fabric including seams with the following minimum average roll lengths:
  - 1. Average Opening Size: 30 US Std. Sieve, maximum, when tested in accordance with ASTM D4751.
  - 2. Permittivity:  $0.05 \text{ sec}^{-1}$ , minimum, when tested in accordance with ASTM D4491.
  - 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355 after 500 hours exposure.
  - 4. Tensile Strength: 100 lb-f, minimum, in cross-machine direction; 124 lb-f, minimum in machine direction, when tested in accordance with ASTM D4632.
  - 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632.
  - 6. Tear Strength: 55 lb-f, minimum, when tested in accordance with ASTM D4533.
  - 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.

8. Manufacturers: subject to compliance with requirements, manufacturers offering the following products that may be incorporated into the work include:
  - a. TenCate: [www.tencate.com](http://www.tencate.com)
  - b. North American Green: [www.nagreen.com](http://www.nagreen.com)
  - c. Propex Geosynthetics: [www.geotextile.com](http://www.geotextile.com)
- D. Silt Fence Posts: One of the following, minimum 5 feet long:
  1. Steel U- or T-section, with minimum mass of 1.33 lb per linear foot.
  2. Hardwood, 2 by 2 inches in cross section.
- E. Storm Drain Drop Inlet Sediment Traps: Reusable sediment traps comprised of a rigid frame and filter fabric bag that meet the following:
  1. Is installed inside the inlet structure and uses brackets, angles or another rigid system that supports the trap from the grate frame.
  2. Has an overflow system that will meet or exceed the open area of the grate.
  3. Will allow for the inlet grate to be installed over the trap system and be fully functional.
  4. Can be lifted out of the structure and cleaned on a regular basis.
  5. Available products include:
    - a. Flexstorm Inlet Filters by Advanced Drainage Systems.
    - b. Catch-All Inlet Protector by Marathon Materials, Inc.
    - c. Storm Clean by CleanWay Environmental Partners, Inc.
    - d. Storm Sentinel Adjustable Curb Inlet Insert by Enpac (for use on Open Throat Curb Inlet and Open Throat Combination Inlets only)

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

#### **3.2 PREPARATION**

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

#### **3.3 SCOPE OF PREVENTIVE MEASURES**

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
  - 1. Width: As required, 20 feet minimum.
  - 2. Length: 50 feet minimum.
  - 3. Provide at each construction entrance from public right-of-way.
  - 4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
  - 1. Provide linear sediment barriers:
    - a. Long downhill perimeter edge of disturbed areas, including soil stockpiles.
    - b. Along the top of the slope or top bank of drainage channels and swales that traverse disturbed areas.
    - c. Along the toe of cut slopes and fill slopes.
    - d. Perpendicular to flow across the bottom of existing and new drainage channels and swales that traverse disturbed areas or carry runoff from disturbed areas, space at maximum of 200 feet apart.
    - e. Across the entrances to culverts that receive runoff from disturbed areas.
  - 2. Space sediment barriers with the following maximum slope length upslope from barrier:
    - a. Slope of less than 2 percent: 100 feet.
    - b. Slope between 2 and 5 percent: 75 feet.
    - c. Slope between 5 and 10 percent: 50 feet.
    - d. Slope between 10 and 20 percent: 25 feet
    - e. Slope over 20 percent: 15 feet.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
  - 1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area, use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging, orient cores of blocks so runoff passes into inlet.
  - 2. Straw bale row blocking entire inlet face area; anchor into pavement.

- E. Storm Drain Drop Inlet Sediment Traps: All storm inlets are to receive sediment traps immediately after inlet structure installation.
- F. Crushed Stone Silt Checks: Stone check dams located along drainage swales and above headwalls. Silt checks are to be installed as required to reduce the sediment load of the runoff to local, state and federal requirements. Construction is to be in accordance with the contract documents and KTC requirements.
- G. Soil Stockpiles: Protect using one of the following measures.
  - 1. Cover with polyethylene film, secured by placing soil on outer edges.
  - 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw, do not use hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
  - 1. Wood Waste: Use only on slopes 3:1 or flatter; no anchoring required.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

### **3.4 INSTALLATION**

- A. Traffic-Bearing Aggregate Surface:
  - 1. Excavate minimum of 6 inches.
  - 2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
  - 3. Place and compact at least 6 inches of 1.5 to 3.5 inch diameter stone.
- B. Silt Fences:
  - 1. Store and handle fabric in accordance with ASTM D4873.
  - 2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
  - 3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum with fabric embedded at least 6 inches in ground.
  - 4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
  - 5. Install with top of fabric at nominal height and embedment as specified.
  - 6. Do not splice fabric width, minimize splices in fabric length, splice at post only, overlapping at least 18 inches, with extra post.



7. Fasten fabric to wood posts using one of the following:
    - a. Four 3/4 inch diameter, 1 inch long, 14 gage nails.
    - b. Five 17-gage staples with 3/4 inch wide crown and 1/2 inch legs.
  8. Fasten fabric to steel posts using wire, nylon cord or integral pockets.
  9. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
- C. Mulching Over Large Areas:
1. Dry Straw: Apply 2-1/2 tons per acre; anchor using dull disc harrow or emulsified asphalt applied using same spraying machine at 100 gallons of water per ton of mulch.
  2. Wood Waste: Apply 6 to 9 tons per acre.
  3. Erosion Control Matting: Comply with manufacturer's instructions.
- D. Mulching Over Small and Medium Areas:
1. Dry Straw (do not use hay): Apply 4 to 6 inches depth.
  2. Wood Waste: Apply 2 to 3 inches depth.
  3. Erosion Control Matting: Comply with manufacturer's installation.
- E. Temporary Seeding:
1. When hydraulic seeder is used, seedbed preparation is not required.
  2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seeded by scarifying sufficiently to allow seed to lodge and germinate.
  3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 s.f.
  4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 s.f.
  5. Incorporate fertilizer into soil before seeding.
  6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
  7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
  8. Repeat irrigation as required until grass is established.
  9. Erosion Control Matting: Comply with manufacturer's installation.

### **3.5 MAINTENANCE**

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Storm drain drop inlet sediment traps are to be cleaned of sediment once the trap or bag becomes 25% full In or if more than 50% of the surface area of the fabric openings/pores have become clogged or coated with sediment. Repair or replace any bags that are torn or otherwise damage in a manner that increases the designed opening/pores areas, or permanently decreases the designed opening/pores areas.
- D. Silt Fences:
  - 1. Promptly replace fabric that deteriorates unless need for fence has passed.
  - 2. Remove silt deposits that exceed one-third of the height of the fence.
  - 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Stone Silt Checks: Remove accumulated sediment when it reaches 1/3 of the height of the check.
- F. Clean out temporary sediment control structures weekly and relocate soil on site.
- G. Place sediment in appropriate locations on site; do not remove from site.

### **3.6 CLEAN-UP**

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.
- D. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.

**(END OF SECTION 015713)**

## **SECTION 015730 - EXTERIOR DUST CONTROL**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. Provide all labor, equipment, materials, supervision, tools, supplies and incidentals required to control and minimize dust, soil erosion and discharge of sediment from the construction site to adjacent lands, streams, roadways, and underground public utilities.
- B. Related Sections
  - 1. Division 01 Section “Storm Water Sedimentation and Erosion Control”
  - 2. Division 01 Section “Environmental Requirements for Construction Equipment”
  - 3. Division 01 Section “Construction Waste Management” for sustainable disposal of construction waste; reuse or salvage of materials and products used in Work of this Section.
  - 4. Division 01 Section “Closeout Procedures”

#### **1.2 DEFINITIONS AND REFERENCES**

- A. Definitions
  - 1. Fugitive Dust: Particles of 10 microns or less in size that are suspended in the air.
    - a. Small enough to be inhaled into the deepest parts of the lung
    - b. Caused by earthmoving activities that disturb the soil and driving on unpaved areas
      - 1. Trackout
      - 2. Bulk material handling and storage
      - 3. Vehicular traffic both on and off the site
      - 4. Storage piles
      - 5. Bare areas on the site
      - 6. Earthmoving activities
    - c. More prevalent during hot, dry and windy weather
  - 2. Barriers: Solid board fences, snow fences, burlap fences, crate walls, bales of hay and similar material to control air currents and blown soil.
    - a. Place barriers at right angles to prevailing wind currents.
      - 1. Where space permits, place barriers at intervals of about 15 times the barrier height.
    - b. Used alone, wind barriers are not always adequate for controlling dust.
  - 3. Dust control: Practices used to reduce or prevent the surface and air transport of dust during construction.
    - a. Minimize soil disturbance.
    - b. Application of mulch and establishing vegetation
    - c. Surface applied water spray
    - d. Windbreaks
  - 4. Topsoiling: A process in which less erosive soil material is placed on top of highly erodible soil.

5. Water Spray: Temporarily confines and settles the dust from the air by dust and water particle adhesion.
6. Street Sweeping: Two kinds of street sweepers are common in mechanical dust collection systems.
7. Dust Control Plan: Implement control measures before, during and after conduction dust generating operations.
  - a. Keep controls in place on non-work days and after working hours.
8. Open Storage Pile: Any accumulation of bulk material with a 5% or greater silt content that attains a height of three feet at any point and has a total surface area of 150 square feet.
9. PM-10: Dust particles less than 10 microns in diameter – about one-seventh the thickness of a human hair.
10. Vegetative Coverings: Temporary seeding and mulching may be applied over bare soil to prevent wind erosion. The soil must be kept moist to establish cover.

**B. References**

1. The references listed below form a part of this specification when referenced.
  - a. American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc.
  - b. ASHRAE Standard 62-1989 Ventilation for Acceptable Indoor Air Quality.
2. Occupational Safety and Health Administration Code of Federal Regulations
  - a. 29 CFR 1926.59 Hazard Communication
  - b. 29 CFR 1910.95 Occupational Noise Exposure
  - c. 29 CFR 1910.146 Permit Required Confined Spaces
  - d. 29 CFR 1910.1000 Air Contaminants
  - e. 29 CFR 1910.1200 Hazard Communication
3. American Conference of Governmental Industrial Hygienists
  - a. Threshold Limit Values (TLVs) for Chemical Substances and Physical Agents
  - b. Industrial Ventilation Manual of Recommended Practice.

**1.3 PERFORMANCE**

- A. Reduce wind erosion and dust
  1. Minimize deposition of dust and wind transported soils through wind action
  2. Minimize low visibility conditions caused by airborne dust
- B. Exterior requirements
  1. Prevent wind erosion of disturbed areas
  2. Limit the amount of soil or dust particulates exposed at one time, and reduce the potential for dust generation.
    - a. Minimize work areas generating dust. Schedule operations to prevent dust generation on entire site at one time.
    - b. Document measures taken.

#### **1.4 PLAN DEVELOPMENT**

- A. After award of Contract, schedule and conduct meeting with Owner to discuss dust control efforts during construction activities and develop a written plan that includes details for executing these steps during the construction process.
  - 1. Make dust control plan a separate document and provide copies to each individual contractor.
- B. Complete plan before construction activity begins. Include, as a minimum:
  - 1. Identification of Project.
  - 2. General site information.
  - 3. Summary of Plan.
  - 4. Procedures to address water resources.
  - 5. Procedures to address fish and wildlife resources.
  - 6. Monitoring procedures.
  - 7. Site map with location and identification of each control measure.

#### **1.5 SUBMITTALS**

- A. Draft Plan: Clearly detail construction area boundaries and locations of construction containment barriers on shop drawings. Submit for review prior to start of work. Drawing must depict the construction area and location of barriers erected to prevent the entry of dust, vapors, mists or fumes or excessive noise levels into normally occupied building spaces above, below, or adjacent to the area affected by project activities.
  - 1. Indicate type and extent of dust control measures
  - 2. Include a narrative demonstrating dust control actions and frequency of performance
  - 3. Revise and resubmit is required by Owner
    - a. Approval of Contractor's Plan does not relieve the Contractor of responsibility for compliance with applicable environmental regulations.
- B. Schedule of inspection and maintenance of control system
- C. Photographic support of erosion control measures
  - 1. Include video of dust control system effectiveness during
    - a. High wind episodes.
    - b. Dry weather with truck traffic
    - c. Structures, roadways and vehicles from areas adjacent to construction site. Take photos from downwind locations
- D. At closeout, submit all daily logs and even reports relating to dust control measures and activities.

## **1.6 QUALITY ASSURANCE**

- A. Implement Dust Control Plan during all phases of construction
  - 1. Initiate plan prior to other construction activities.
- B. Inspect areas that have dust control in place daily
  - 1. Include observation of construction crew practices
- C. Comply with applicable federal, state and local laws, rules, regulations or permit requirements governing dust control for construction sites.

## **1.7 PROJECT CONDITIONS**

- A. Operations including movement of materials outside the work area but inside the facility are subject to dust control requirements as directed by Owner.
- B. Provide protection for Owner's equipment and nearby buildings. Do not permit dust to enter air intakes of nearby buildings.
  - 1. Do not locate diesel or other engines that emit exhaust near air intakes of buildings.
  - 2. Owner will identify buildings to be protected.
- C. Provide dust control measures when engaged in any of the following activities:
  - 1. Bulk material hauling off-site onto paved public roadways
  - 2. Bulk material hauling on-site within the boundaries of the work site
  - 3. Transporting of materials that could result in spillage, carryout, erosion, and/or track out.
  - 4. Traversing unpaved hauling and access roads.
  - 5. Earthmoving operations on disturbed surface areas one (1) acre or larger
  - 6. Weed abatement by disking or blading

## **PART 2 – PRODUCTS**

### **2.1 OPEN SITE PROTECTION MATERIALS**

- A. Do not use asphalt and petroleum based products for dust control – no exceptions.
- B. Water spray to control dust – Water until the surface is wet and repeat as needed. Apply at rates so that runoff does not occur.
  - 1. Make disturbed roads and surfaces appear moist with minimal silt
  - 2. Create a crusted surface on the soil so that it is not easily crumbled between the fingers.
  - 3. Provide soil moisture content that is optimal for compaction



## **2.2 WATER STRATEGIES FOR DUST CONTROL DURING EXCAVATION**

- A. Apply one or al of the following strategies (as required) during excavation or other exterior activities
  - 1. Wet the area to depth of cuts or equipment penetration 15 to 30 minutes prior to the start of work.
  - 2. Apply water at the end of the day to soak the next day's work area overnight.
  - 3. During grading, apply water insufficient quantity to maintain a moist surface using a water truck.
  - 4. During trenching, water using a fine spray or mist
  - 5. Hose down tree foliage as frequently as necessary to remove formation of a readily visible layer of dust on leaf surfaces.
    - a. Perform this procedure throughout time of portions of the Project affecting trees while trees are in leaf.

## **PART 3 – EXECUTION**

### **3.1 DESIGN**

- A. The Contractor shall bear responsibility for the design of the barriers. Barrier design is subject to Owner review and approval and subsequent correction and re-submission, if required.
  - 1. Barrier design and layout shall be based on a panelized system.
- B. All materials and equipment selected are subject to Owner's approval, and only general types are discussed hereinfor reference.

### **3.2 ERECTION**

- A. Install dust barriers before other work is performed on the project.
- B. Repair damage to barriers immediately repaired when damaged by the Contractor's personnel.
  - 1. Cost of such repairs shall be borne by Contractor whose forces caused damage.
- C. Upon completion of the project, remove all barriers from premises and restore the area to its original condition.

### **3.3 DUST CONTROL REQUIRED ACTIVITIES**

- A. Sweep area on a weekly basis
- B. Clean off vehicles at site exits
- C. Promptly re-vegetate bare areas.
- D. Keep a daily log to monitor application, implementation, and effectiveness of control measures

- E. Stabilization procedures are required for all stationary sources of fugitive dust, including, but not limited to:
  - 1. Unpaved hauling or access roads.
  - 2. Disturbed surface areas.
  - 3. Open storage piles
- F. Wind Barriers: Install wind fences and berms or park construction equipment in a position to block the wind.
- G. Bulk material handling, storage and /or transporting operations.
  - 1. Cover all haul trucks with a tarp or other suitable closure.
  - 2. Before the empty haul truck leaves the site, either clean the interior of the cargo compartment or cover it.
  - 3. Apply trackout control at exits.
  - 4. Bulk Material Hauling On-Site, Completely Within Site Boundaries:
    - a. Limit vehicular speeds to 15mph
    - b. Apply water to the top of the load to prevent fugitive dust emissions that exceed the 20% opacity limit.
  - 5. Open Storage Piles: During stacking, loading and unloading operations, apply water as necessary to control fugitive dust.
    - a. When not conducting stacking, loading, and unloading operations, comply with one of the following work practices:
      - 1. Cover open storage pile with tarps, plastic, or other material securely enough to prevent wind from removing the coverings.
      - 2. Apply water to maintain soil moisture content at a minimum of 12%.
      - 3. Apply water to the soil surface until a crust is formed that will prevent wind erosion.

### **3.4 DISTURBED SURFACE AREAS – PRE-ACTIVITY**

- A. Use advance planning to minimize the likelihood of generating excessive fugitive dust.
  - 1. Pre-water the work site where bare earth is present or conditions are dry.
  - 2. Proceed in stages to minimize the amount of disturbed surface area present at any given time.

### **3.5 DISTURBED SURFACE AREAS – DURING CONSTRUCTION:**

- A. Apply water or another dust suppressant to the work area during dust generating operations.
- B. Use of fences or wind barriers does not substitute for the use of water or other dust suppressant.

### **3.6 UNPAVED HAUL/ACCESS ROADS:**

- A. On a site, which has unpaved surfaces used for vehicular traffic, vehicle speed must not exceed 15 mph and the number of trips using these surfaces must not exceed 20 per day unless one of the following work practices is used:

1. Apply water so that the surface is visibly moist.
2. Apply and maintain surface gravel.

### **3.7 MAINTENANCE AND PROTECTION**

- A. Maintain inactive or seldom used portions of the project site such that dust entrainment is prevented.
  1. Unpaved Parking Lots Open Areas and Vacant Lots:
    - a. uniformly apply and maintain surface gravel or soil stabilizers to all areas that have been disturbed by motor vehicles or off-road vehicles. Maintain surface gravel at parking areas.
    - b. Apply water effectively to form a crusted surface.
    - c. prevent motor vehicle and/or off-road vehicle trespassing, parking and/or access, by installing barriers, curbs, fences, gates, posts, signs, shrubs, trees, or other effective control measures.
  2. Disturbed Surface Areas – Temporary Stabilization During Non-Work Days and After Work Hours:
    - a. Dust generated from disturbed surface areas on which no activity is occurring, whether at a work site that is under construction or at a work site that is temporarily or permanently inactive, must be controlled by the following methods:
      1. Apply water effectively to form a crusted surface.
      2. Prevent motor vehicle and/or off-road vehicle trespassing, parking, and/or access.
- B. Provide upkeep for permanent dust control measures during remainder of construction activity.
- C. Provide Owner's forces with written or taped instruction regarding maintenance and upkeep of permanent solutions.

**(END OF SECTION 015730)**

## **SECTION 015750 ENVIRONMENTAL REQUIREMENTS FOR CONSTRUCTION EQUIPMENT**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. This section specifies procedures for controlling negative environmental effects from use of construction vehicles and equipment on site.
  - 1. Provide vehicle maintenance to ensure clean running and burning equipment
  - 2. Provide environmentally secure on-site fuel and lubricant storage.
  - 3. Observe local and state regulations for hazardous materials containment and disposal requirements.
  - 4. Observe local regulations for sanitary sewer or septic systems
  - 5. Monitoring requirements
    - a. Chemical Waste: Petroleum products and cleaning materials
    - b. Spills
- B. Related Sections
  - 1. Division 01 Section "Construction Facilities and Temporary Controls"
  - 2. Division 01 Section "Execution Requirements"

#### **1.2 DEFINITIONS AND REFERENCES**

- A. Chemicals of Concern: Chemicals regarded as carcinogens, reproductive toxicants, and chemicals with established Chronic Reference Exposure Levels (REL):
  - 1. All petrochemicals are Chemicals of Concern.

#### **1.3 QUALITY CONTROL**

- A. Keep record of daily reports of spills, leaks or other problems in complying with laws, regulations, and ordinances.
  - 1. Record corrective action taken.
- B. Provide action plan to mitigate effects of vehicles and equipment on construction site. Plan shall, have, as a minimum, requirements addressing the following.
  - 1. Methods in place to prevent contaminants from penetrating the soil.
  - 2. Procedures for the cleanup all petrochemical or other chemical spills immediately. Do not allow unopened fuel containers on site. Place cardboard under all leak points of equipment parked on site.
  - 3. Site plan indicating storage areas for fuels, lubricants and equipment.

#### **1.4 REFERENCES**

- A. AASHTO: Guide to Environmental Stewardship Practices, Procedures, and Policies for Highway Construction and Maintenance (2005)

#### **1.5 SUBMITTALS**

- A. Contractor's action plan for mitigation of construction equipment and vehicles on site.
  - 1. Include procedures to provide the environmental protection that comply with the applicable laws and regulations.

2. Describe procedures to correct pollution of the environment due to accidental spill or discharges of chemicals onto ground or into air.
- B. Name(s) of person(s) within the Contractor's organization who is (are) responsible for vehicular equipment maintenance.

## **1.6 PROTECTION OF ENVIRONMENTAL RESOURCES**

- A. Owner is subject to federal, state, and local oil pollution prevention and groundwater protection standards. Owner must ensure that contractors and subcontractors working on site comply.
- B. Any work involving the storage (in drums, tanks, or other containers) or use of motor oil, motor fuels, fuel oil, lubricants, hydraulic fluids, waste oil, or any combination of oil with other substances must follow these procedures.
- C. Inform Architect prior to bringing drums, tanks, or other containers of oil to Owner's property. The type of oil involved and specific information about the storage containers (number, size, type, and proposed location) must be included in the notification. Vehicle fuel tanks need not be listed, but portable fuel or oil containers carried in trucks should be included.
- D. Contractors and/or subcontractors must prepare spill contingency plans that not only outline how contractor personnel will respond to spills but what steps will be taken to prevent such spills in the first place. Submit these plans to the Architect prior to bringing the material on site.
- E. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems. Implement management techniques to control water pollution by the listed construction activities that are included in this contract.
1. Washing and Curing Water: Do not allow wastewater directly derived from construction activities to enter water areas. Collect and place wastewater in retention ponds allowing the suspended material to settle, the pollutants to separate, or the water to evaporate.
  2. Control movement of materials and equipment at stream crossings during construction to prevent violation of water pollution control standards of the Federal, State, or local government.
- F. Approval of the Contractor's Environmental Protection Plan will not relieve the Contractor of responsibility for adequate and continued control of pollutants and other environmental protection measures.

## **PART 2 – WASTE PRODUCTS**

### **2.1 HAZARDOUS WASTE**

- A. Treat and /or dispose of the following in a manner consistent with the federal or state requirements for hazardous waste:
1. Solvents and machinery lubricants.
  2. Drums and containers that once contained the items listed above.
  3. Automotive batteries.

## **2.2 SPILL MATERIALS**

- A. All drum storage areas and above ground storage tanks must be equipped with secondary containment such as dikes, berms, basins, curb, or retaining walls. Wherever feasible, covers should be provided for such areas. Double-wall tanks are acceptable, provided that the tanks are also equipped with spill and overfill prevention equipment.
- B. A spill kit including, but not limited to, booms, pads, and other absorbent materials, should be kept on site at all times.

## **PART 3 – EXECUTION**

### **3.1 MITIGATION**

- A. Managing Oil:
  - 1. Follow good housekeeping practices and KEPA used oil management standards.
  - 2. Do not mix used motor oil with anything.
  - 3. Keep clean-up materials such as rags, sand, brooms, or clay kitty litter close at hand.
  - 4. Remove used motor oil from rags or other clean-up material over and around the used motor oil.
  - 5. Contain spilled oil by spreading sand or other clean-up material over and around the used motor oil.
  - 6. Buy and maintain reusable clean-up materials
  - 7. Recycle used oil clean-up materials or send them to an energy recovery facility when possible.
  - 8. Put used cleaning materials in the trash when they do not contain any free-flowing oil and when they can no longer be reused or recycled.
  - 9. Send used motor oil to a re-refiner whenever possible.
  - 10. Purchase re-refined motor oil for vehicles and equipment. See EPA's Comprehensive Procurement Guidelines database for listing of re-refined motor oil dealers in this area.  
[www.epa.gov/cpg](http://www.epa.gov/cpg)
- B. Spills
  - 1. Any spill, overfill, or other release greater than one gallon must be reported immediately to the Architect. Spills smaller than one gallon may be reported up to 24 hours after the event, provided that cleanup measures are implemented immediately.
  - 2. Disposal of any spilled product, cleanup materials, or contaminated soil must be coordinated with EPA guidelines and procedures.
  - 3. Notwithstanding any information provided in this document, contractor shall perform work in accordance with all applicable federal, state, and local regulations and accepted safety practices.

### **3.2 CONSTRUCTION VEHICLE WASHING AREAS**

- A. When vehicle/equipment washing/cleaning cannot be located within a structure or building equipped with appropriate disposal facilities, the outside cleaning area shall have the following characteristics, and should be arranged with the construction storm water coordinator. Vehicle washing should occur only at designated pre-wash areas, facility wash racks or other designated areas:
  - 1. Designate special area for washing vehicles.
    - a. Discharge wash water to a sanitary sewer.
    - b. If contained on site, provide a percolation or evaporative drying area
      - 1. Locate drying area where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin.
  - 2. Locate wash area away from storm drain inlets, drainage facilities, or watercourses. Wash waters should not be discharged to storm drains or watercourses.
  - 3. Wash areas should have gravel bases to minimize mud generation.
  - 4. Do not wash vehicles such as cement or dump trucks and other construction equipment at locations where the runoff will flow directly into a watercourse or storm water conveyance system.
  - 5. Minimize use of solvents
    - a. Do not use diesel for vehicle and equipment cleaning
  - 6. When cleaning vehicles/equipment with water:
    - a. Use as little water as possible
      - 1. High pressure sprayers may use less water than a hose, and should be considered.
    - b. Use positive shutoff valve to minimize water usage.
  - 7. Inspect control measures weekly.
- B. All vehicles/equipment that regularly enter and leave the construction site should be cleaned off-site.
- C. When possible, clean truck beds using a dry cleaning technique (sweep up or shovel out).
- D. Monitor employees and subcontractors throughout the duration of the construction project to ensure appropriate practices are being implemented.
- E. Inspect sump regularly and remove liquids and sediment.

### **3.3 VEHICLE AND EQUIPMENT FUELING**

- A. Use onsite vehicle and equipment fueling only when/where it's impractical to send vehicles and equipment off-site for fueling.
- B. Select and designate an area for refueling onsite with concurrence of Owner and geotechnical consultant.
- C. Keep an ample supply of absorbent spill cleanup materials and spill kits available in fueling areas and on fueling trucks.



1. Clean spills immediately and properly dispose of contaminated soil and cleanup materials.
  2. Dispose per OEPA requirements.
  3. Observe/comply with Owner's environmental procedures.
- D. Use drip pans or absorbent pads during vehicle and equipment fueling, unless the fueling is performed over an impermeable surface in a dedicated and properly drained fueling area.
1. Protect dedicated fueling areas from storm water run-on and run-off.
  2. Locate at least 15m (50 ft) from downstream drainage facilities and watercourses.
  3. Fueling must be performed on level-grade areas
- E. Use vapor recovery nozzles where required by Air Quality Management Districts (AQMD). Ensure the nozzle is secured upright when not in use.
1. Use only nozzles equipped with an automatic shut-off to control drips.
- F. Do not leave fueling operations unattended
- G. Do not "top-off" fuel tanks
- H. Inspect vehicles and equipment daily as part of driver's pre-operation check
1. Repair leaks immediately or remove problem vehicles/equipment from the project site.
- I. Observe federal, state, and local requirements for stationary above ground fuel/petroleum product storage tanks.
- J. Minimize mobile fueling of construction equipment.

### **3.4 VEHICLE AND EQUIPMENT MAINTENANCE**

- A. Repair fluid and oil leaks immediately
- B. Provide spill containment around stored oil and chemical drums.
1. Equip all drum storage areas and above ground storage tanks with secondary containment such as dikes, berms, basins, curbs, or retaining walls.
    - a. Wherever feasible, provide covers for such areas. Double-wall tanks are acceptable, provided that the tanks are also equipped with spill and overfill prevention equipment.
  2. Maintain a spill kit, including, but not limited to brooms, pads, and other absorbent materials, on site at all times.
- C. Inspect equipment for damaged hoses and leaky gaskets routinely. Repair or replace as needed.
- D. Use off-site maintenance facilities whenever practical

- E. For long-term projects, consider construction roofs or using portable tents over maintenance areas.
- F. All maintenance areas are required to have spill kits and /or use other spill protection devices
- G. Protect dedicated maintenance areas from storm water run-on and run-off.
  - 1. Locate at least 15m (50ft) from downstream drainage facilities and watercourses.
- H. Place drip pans or plastic sheeting under all vehicles and equipment placed on docks, barges, or other structures over water bodies when the vehicle or equipment is planned to be idle for more than one hour.
- I. Use drip pans or absorbent pads during vehicle and equipment maintenance work that involves fluids, unless the maintenance work is performed over an impermeable surface in a dedicated maintenance area.
  - 1. Keep absorbent spill clean-up materials available in maintenance areas.
  - 2. Disposed of properly after use.
  - 3. Use non-toxic substances to coat asphalt transport trucks and asphalt spreading equipment.

### **3.5 MAINTENANCE WASTE DISPOSAL**

- A. Maintain waste fluid containers in leak proof condition.
- B. Properly dispose of used oils, fluids, lubricants, and spill cleanup materials.
- C. Do not dump fuels and lubricants onto the ground.
- D. Do not place used oil in a dumpster or pour into a storm drain or watercourse.
- E. Properly dispose or recycle used batteries.
- F. Do not bury used tires.

**(END OF SECTION 015750)**

## **SECTION 016000 PROJECT RECORD DOCUMENTS**

1. Throughout progress of the work, each Contractor shall maintain an accurate record of all changes in the Contract Documents.
2. As the work progresses on these Contracts, record changes to a set of Record Documents.
3. Each Contractor shall delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved in advance by the CM.
4. Thoroughly coordinate all changes within the Record Documents, making adequate and proper entries on each page of specifications and each sheet of drawings and other documents where such entry is required to properly show the change. Accuracy of records shall be required to properly show the change. Accuracy of records shall be such that future search for items shown in the Contract Documents may reasonably rely on information obtained from the approved Record Documents. Make all entries within 24 hours after receipt of information.
5. The Architect/Engineer's approval of the current status of Record Documents will be a pre-requisite of the CM and Architect/Engineer's approval of requests for progress payment and request for final payment under the Contract.
6. Prior to submitting request for final payment, submit the final Record Documents to the CM and secure his approval.
7. Use all means necessary to maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the work.
8. Immediately upon award and start of the job, identify one of the Documents with the title "Record Document - Job Set".
9. Preservation:
  - a. Do not use the job set for any purpose except entry of new data and for review by the Architect/Engineer, until start or transfer of data to final Record Documents.
  - b. Maintain the job set at the site of work.
10. Making Entries on Drawings:

Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by note and by graphic line, as required. Date all entries. Call attention to the entry by a "cloud" around the area or areas affected. In the event of overlapping changes, different colors may be used for each of the changes.
11. Final Record Documents:

The purpose of the final Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of design to proceed without lengthy and expensive site measurement, investigation and examination.
12. If the Documents have been kept clean successfully during progress of the work, and if entries are sufficient and orderly, thereon to the approval of the Architect/Engineer, the job set of those Documents will be accepted by the CM as final Record Documents for those Documents. If any such Document is not so approved by the CM, secure a new copy of that Document from the Architect/Engineer's usual charge for reproduction; carefully transfer the change data to the new copy and to the approval of the CM and

**(END SECTION 016000)**

## **SECTION 016000 PROJECT RECORD DOCUMENTS**

## **SECTION 016260 - SUBSTITUTIONS**

### **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 for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 1 Section "Materials and Equipment" specifies requirements governing the Contractor's selection of products and product options.

#### **1.3 DEFINITIONS**

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
  - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2. Revisions to the Contract Documents requested by the Owner or Architect.
  - 3. Specified options of products and construction methods included in the Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### **1.4 SUBSTITUTIONS AFTER AWARD OF THE CONTRACT**

- A. Substitutions will not be considered between the bid date and the award of the contract.
- B. Substitutions will not be allowed after award of the contract except when, through no fault of the Contractor, none of the specified products is available.

#### **1.5 SUBSTITUTION PROCEDURE**

- A. Substitution of products will be reviewed prior to bid date only. Requests for substitutions must be submitted to Architect a minimum of ten (10) days prior to the bid date No Exceptions.

- B. Submission of request for substitution shall constitute a representation that the entity making the request:
1. Has investigated the proposed product and determined that it is equal to or better than the specified product. Absence of an explicit comparison of any characteristic of the proposed product to the specified product shall constitute a representation that the proposed product is equal to or better than the specified product with regard to that characteristic.
  2. Will provide the same warranty for the proposed product as for the specified product.
  3. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
    - a. Re-design.
    - b. Additional components and capacity required by other work affected by the change.
  4. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
- C. Substitutions will not be considered when acceptance would require substantial revision of the contract documents or additional costs unless Contractor advises in writing that substitution is being proposed at no additional cost to Owner.
- D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without prior separate written request.
- E. Substitution requests will not be considered when submitted directly by subcontractor and supplier.
- F. Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the contract documents.
1. Submit request to the Architect.
  2. Submit 1 copy of each request and accompanying data.
- G. Data Required with Substitution Request: Provide at least the following data:
1. Identify product by specification section and paragraph number.
  2. Manufacturer's name and address, trade name and model number of product (if applicable).
  3. Complete product data.
  4. An itemized comparison of the proposed product to the specified product.
  5. Net amount of change to the contract sum. (Credit only).
  6. List of maintenance services and replacement materials available.
  7. Statement of the effect of the substitution on the construction schedule.
  8. Description of changes that will be required in other work or products if the substitute product is approved.
- H. The Architect will determine acceptability of the proposed substitution.
- I. When the proposed substitution is not accepted, provide the product (or one of the products listed, as the case may be) specified.
- J. Products accepted as substitutes will be issued in addenda or A.S.I. if after bidding.

## **PART 2 - PRODUCTS**

### **2.1 SUBSTITUTIONS**

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
1. Extensive revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.
  3. The request is timely, fully documented, and properly submitted.
  4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  5. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
  6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
  7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

## **PART 3 - EXECUTION (Not Applicable)**

**(END OF SECTION 016260)**

#### **SECTION 016500 - PROGRESS PAYMENT AND CONTRACT CLOSEOUT PROCEDURES**

1. Immediately after award of the Contracts, the CM shall send all Contractors and Materials Suppliers a schedule of values for the different aspects or phase of each particular contract. This schedule of values shall be complete except for the dollar values of each aspect or phase. The dollar values shall be filled in and returned to the CM for approval before any payment applications will be accepted. All amounts on the schedule of values shall be stated to the nearest dollar.
2. Payment applications will be accepted only on a copy of the forms supplied by the CM and enclosed in the Project Information Package, which will be sent to all Contractors and Material Suppliers immediately after award of the Contracts.
3. Payments to the Contractors and Material Suppliers will be in accordance with the General Conditions and Amendment to the General Conditions.
4. When the Contractor considers the work to be substantially complete as outlined by the General Conditions of the Contract, the Contractor shall submit a written declaration of consideration to the Construction Manager along with a request for inspection. If, in the judgment of the Construction Manager, the request is justified, the Architect will be notified in writing and an inspection scheduled.
5. The Construction Manager will then provide the Contractor with forms to be executed by the Contractor, the Surety Company, Subcontractors, Material Suppliers and others, as deemed necessary by the Owner.
6. The Architect accompanied by the Construction Manager will conduct an inspection of the work.
  - a. If the Architect considers the work to be substantially complete the Architect will complete and forward to the Owner, with a copy to the Department of Education, Division of Facilities Management, who may, at their own discretion, conduct or by written declaration waive such an inspection. A list of any deficiencies and/or non-conforming work will be prepared and sent to the Contractor for correction. The Architect will then prepare a Certificate of Substantial Completion with copies being forwarded to the Owner, the Construction Manager and the Contractor.
  - b. In the event that the work should still require re-inspections after initial post final reinspection, unless through no fault of the Contractor, the Contractor shall authorize the Owner to deduct from the remaining available construction funds those monies which represent the CM and Architect's normal hourly compensation rates and normal expenses for any additional time and expense expended on this project by the CM and Architect. Hourly rates and expense reimbursement rates will be governed by those rates stipulated in the agreement between Owner and the CM and Architect. The disbursement of available construction funds by the Owner to the CM and Architect in the foregoing situation, described herein, shall represent only actual charges associated with the expenditure of the CM's and Architect's time and expense and in no way represent a penalty assessed to the Contractor.
7. When the Contractor judges the work to be near completion a written declaration so stating shall be submitted to the Construction Manager accompanied by a list of outstanding items to be completed. The Construction Manager will promptly prepare a list of items to be corrected prior to the request for final completion. Contractor's request for final inspection will not be considered until the Contractor's list of outstanding items and the Construction Manager's list have been completed.



8. When the Contractor judges the work to be at final completion, a written declaration so stating shall be submitted to the Construction Manager accompanied by the following documents:
  - a. Consent of Surety Company to Final Payment
  - b. Contractor's Affidavit of Debts and Claims
  - c. Release and Waivers of Lien from Subcontractors and Material Suppliers to the extent required by the Owner
  - d. Final "As-Built" Drawings
  - e. Operating and Maintenance Manuals
  - f. Warranties and Guarantees
  - g. Extra stock materials as specified (signed receipt from Owner's representative required)
  - h. Final Application for Payment
  - i. Copy of the "Punch List" with all items dated and signed by the Contractor's on-site representative as being completed and/or corrected.
9. When all the above documents have been judged to be in order and forwarded to the Architect, a final inspection will be conducted by the Architect, accompanied by the Construction Manager. When the Architect finds that all work under the Contract is completed and satisfactorily performed, the Architect will notify the Owner and the Construction Manager in writing and certify the Contractor's final Application for Payment.
10. The Owner will then complete his portion of Form BG-4 and forward to the Kentucky Department of Education, Department of Facilities Management, with a copy to the Construction Manager and accompanied by Architect's Certificate of Final Completion. At this time, the Owner may present the Contractor's Final Application for Payment to the Board for authorization of final payment contingent upon receipt of written approval from the Superintendent of Public Instruction which will be sent to the Owner with a copy to the Architect and the Construction Manager. The Owner may then release Final Payment to the Contractor.

**(END SECTION 016500)**

## **SECTION 017000 - CUTTING AND PATCHING**

1. Each Contractor or appropriate Subcontractor is responsible for cutting, fitting and patching required to complete the work, or to:
  - a. Make its several parts fit together properly.
  - b. Uncover portions of the work to provide for installation of ill-timed work.
  - c. Remove and replace defective work.
  - d. Remove and replace work not conforming to requirements of the Contract Documents.
  - e. Remove samples of installed work as specified for testing.
  - f. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
2. Related requirements of other parts of the Project Manual: For basic responsibility of parties to the Contract, refer to the Conditions of the Contract.
3. Submit written request to CM and Architect/Engineer well in advance of executing cutting or alteration which affects:
  - a. Work of the Owner or separate Contractor.
  - b. Structural value or integrity of any element of the Project.
  - c. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
  - d. Efficiency, operational life, maintenance or safety of operational elements.
  - e. Visual qualities of sight-exposed elements.
4. Request pursuant to Section 017000 shall include:
  - a. Identification of the Project.
  - b. Description of affected work.
  - c. Necessity for cutting, alteration or excavation.
  - d. Effect on work of the Owner or any separate Contractor, or on the structural or weatherproof integrity of the Project.
  - e. Description of proposed work:
    - i. Scope of cutting, patching, alteration or excavation.
    - ii. Trades who will execute work.
    - iii. Products proposed.
    - iv. Extent of re-finishing.
  - f. Alternatives to cutting and patching.
  - g. Cost proposal, when applicable.
  - h. Written permission of affected separate Contractors.
5. Submit written notice to CM and Architect/Engineer designating date and time work will be uncovered.
6. Comply with specifications and standards for each specific product involved.
7. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.
8. After uncovering work, inspect conditions affecting installation of products, or performance of work.
9. Report unsatisfactory or questionable conditions to the Architect/Engineer in writing. Do not proceed with work until the Architect/Engineer has provided further instructions.

10. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the work.
11. Provide devices and methods to protect other portions of the Project from damage.
12. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.
13. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
14. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
15. Employ the original Installer or Fabricator to perform cutting and patching for:
  - a. Weather-exposed or moisture-resistant elements.
  - b. Sight-exposed finished surfaces.
16. Execute fitting and adjustment of products to provide finished installation to comply with specified products, functions, tolerances and finishes.
17. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
18. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
19. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes;
  - a. For continuous surfaces, refinish to nearest intersection.
  - b. For an assembly, refinish the entire unit.

**(END SECTION 017000)**

## **SECTION 017100 - CLEANING**

1. Throughout the construction period, each contractor shall maintain the building and site in a standard of cleanliness as described in this section.
2. CM will conduct daily inspection, and more often if necessary to verify that requirements of cleanliness are being met.
3. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
4. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Architect/Engineer.
5. **GENERAL PROGRESS CLEANING:**
  - a. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
  - b. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this work.
  - c. At least twice each month, and more often if necessary, completely remove all scrap, debris and waste material from the site.
  - d. Provide adequate storage for all items awaiting removal from the jobsite, observing all requirements for fire protection and protection of the ecology.
6. **SITE PROGRESS CLEANING:**
  - a. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
  - b. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site, re-stack, tidy or otherwise service all arrangements.
  - c. Maintain the site in a neat and orderly condition at all times.
7. **STRUCTURES PROGRESS CLEANING:**
  - a. Weekly, and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.
  - b. Weekly, and more often if necessary, sweep all interior space clean. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and handheld broom.
  - c. As required preparatory to installation of succeeding materials, clean the structures of pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using all equipment and materials required to achieve the required cleanliness.

- d. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times which work is being performed in the space in which finish materials have been installed. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from all foreign material which, in the opinion of the CM, may be injurious to the finish floor material.
- 8. Prior to completion of the work, remove from the jobsite all tools, surplus materials and equipment.
- 9. Contractors failing to meet acceptable housekeeping requirements shall be charged for services arranged for by the CM.

**(END SECTION 017100)**

## **SECTION 017400 - WARRANTIES AND BONDS**

### **PART 1 - GENERAL**

#### **RELATED DOCUMENTS**

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

#### **SUMMARY**

This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

General closeout requirements are included in Section 016500 – Progress Payment and Contract Closeout Procedures.

Specific requirements for warranties for the Work and products and installation that are specified to be warranted, are included in the individual Sections of Divisions-2 through - 33.

Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor. All warranties do not become effective until the Date of Substantial Completion.

#### **WARRANTY REQUIREMENTS**

Contractors and material and equipment suppliers shall be responsible for providing any additional or extended warranties and associated costs, required to provide the specified warranty period beginning from the date of Substantial Completion. (No Exceptions).

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

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.

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 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.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, right and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

Warranties should start from the project substantial completion, not the date of each contractor's substantial completion.

## **SUBMITTALS**

Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the 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 Architect.

When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, 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 Architect for approval prior to final execution.

Refer to individual Sections of Divisions-2 through -33 for specific content requirements, and particular requirements for submittal of special warranties.

Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders (total of three (3) required), thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper. Provide typed index showing all items included. At Contractor's options, warranties and bonds can be included in the operations and maintenance manuals for architectural items.

Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.

When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

**(END OF SECTION 017400)**



## **SECTION 017500 - REFERENCE STANDARDS AND DEFINITIONS**

### **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 DEFINITIONS**

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. Location is not limited.
- C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Approved: The term approved, when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. 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.
- F. Furnish: The term furnish means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. Install: The term install describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- I. Installer: An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term experienced, when used with the term Installer, means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of the authority having jurisdiction.
  - 2. Trades: Using terms 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 trade persons of the corresponding generic name.

3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
  - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project Site is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. Testing Agencies: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### **1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION**

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format and MASTER FORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
  1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
    - a. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

### **1.4 INDUSTRY STANDARDS**

- A. Applicability of Standards: Except where 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 the standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with 2 or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and uncertainties to the 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 the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to 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, the Contractor shall obtain copies directly from the publication source.
  - 2. Information on each trade association is available on-line.

**(END OF SECTION 017500)**

## **SECTION 017900 – DEMONSTRATION AND TRAINING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirement for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems and sub-systems.
  - 2. Training in operation and maintenance of systems and sub-systems.
  - 3. Demonstration and training video recordings.

#### **1.2 INFORMATIONAL SUBMITTALS**

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules, utilizing manufacturer-produced demonstration and training video recordings for systems, equipment and products in lieu of video recording of live instructional module.

#### **1.3 CLOSEOUT SUBMITTALS**

- A. Demonstration and Training Video Recordings: Submit two (2) copies within seven (7) days of end of each training module.
  - 1. At completion of training, submit complete training manual(s) for Owner's use.

#### **1.4 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in raining or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements", experienced in operation and maintenance procedures and training.
- C. Pre-Instruction Conference: Conduct conference at project site to comply with requirements in Division 01 Section "Project Management and Coordination". Review methods and procedures related to demonstration and training.

#### **1.5 COORDINATION**

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate content of training modules with content of approved emergency, operation and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## **PART 2 - PRODUCTS**

### **2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment or components.
  - 1. Documentation:
    - a. Emergency Manuals
    - b. Operations Manuals
    - c. Maintenance Manuals
    - d. Project Record Documents
    - e. Identification Systems
    - f. Warranties and Bonds
    - g. Maintenance Service Agreements and similar continuing commitments
  - 2. Maintenance: Include the following:
    - a. Inspection procedures
    - b. Types of cleaning agents to be used and methods of cleaning
    - c. List of cleaning agents and methods of cleaning detrimental to protect
    - d. Procedures for routine cleaning
    - e. Procedures for preventive maintenance
    - f. Procedures for routine maintenance
    - g. Instruction on use of special tools.
  - 3. Repairs: Include the following:
    - a. Diagnosis instructions
    - b. Repair instructions
    - c. Disassembly; component removal, repair and replacement and re-assembly instructions.
    - d. Instructions for identifying parts and components
    - e. Review of spare parts needed for operation and maintenance

## **PART 3 – EXECUTION**

### **3.1 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data".

### **3.2 INSTRUCTION**

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate and maintain systems, sub-systems and equipment not part of a system.

- B. Scheduling: Provide instruction at mutually agreed on times:
1. Schedule training with Owner, through the Owner's representative, with at least seven (7) days advanced notice.

**(END OF SECTION 017900)**

## **SECTION 018000 - ALTERNATES**

### **DESCRIPTION**

This section identifies each Alternate by number and describes the basic changes to be incorporated into the work. It is the responsibility of each Bidder to review the plans and specifications to determine if an Alternate affects their Bid Package.

**NA**

**(END OF SECTION 018000)**



## **SECTION 019000 - LANGUAGE SPECIFIC TO INDIVIDUAL BIDS**

1. This section of the specifications is the description of individual scopes of work for Bids to be submitted by Contractors and Material Suppliers. Bidders shall refer to the General Conditions of the Contract for Construction, specifically 1.2 Execution, Correlation and Intent.
2. All Bidders shall consult the General and Supplementary Conditions, all Plans, Specifications and Addenda for items relating to their Bids. It shall be the responsibility of the Bidder to determine which Bid Package or combination of Bid Packages the Bidder desires to bid. If a Bidder desires to bid more than one Bid Package as a combined bid, the Bidder must request the appropriate Form of Proposal from the Construction Manager.
3. A Material Supplier is a person or organization who has a direct Purchase Order responsibility to the Owner. Purchase Order amount, as bid will include all cost of delivery to the jobsite. Materials Supplier assumes all responsibility for materials until delivery is accepted. Material Supplier will guarantee all materials furnished under a purchase order to be in accordance with the requirements of the Contract Documents. The designated Contractor or Subcontractor responsible for installation of Purchase Order material or equipment is to supervise and accept delivery, unload, handle, store, layout and install the items. Upon delivery, the designated contractor is to verify product suitability, quantity, quality and condition as soon as it can be ascertained and shall accept care, custody and control responsibility as if it were his own purchase. Any damage or loss after acceptance will be the responsibility of the designated contractor or subcontractor. If surplus material occurs at the completion of the project, then either a credit to the Owner for the value of the unused material shall be issued by a deductive change order to the related purchase order, or the Owner may keep the surplus material.
4. All Contractors and/or Material Suppliers other than the Material Suppliers providing breakout materials in accordance with item #3 above, will be required to execute and furnish Bonds as stated in the Project Manual in the amount of one hundred percent (100%) of the Contract plus Purchase Order amount. This Bond shall be executed by a Surety Company authorized to do business in the State of Kentucky. The Bonding Company's premium shall be paid by the Contractor and/or Material Supplier. **The Performance and Payment Bond shall include the name and Kentucky address of the Surety's Resident Agent or Attorney-in-Fact.**
5. The language of the Bid Packages is designed to outline and define the work in general to be included in a particular Bid Package and to prevent overlapping and conflicting requirements within other Bid Packages. No Bidder shall use the omission of any item from this language as a basis for a claim for additional cost when such item is specified and shown on the drawings to be a part of a complete and workable system.
6. All branches of the work shown on the plans or specified, whether specifically mentioned or not, shall be executed in strict compliance with all local or state regulations and codes and shall be in compliance with all National Codes, when same have jurisdiction.
7. The Contractor shall cooperate and coordinate their work to expedite the progress of the project. All Contractors shall review and refer to the drawings and specifications of other trades involved with their particular work before proceeding. Any work installed which conflicts with another trade and had not been brought to the attention of the CM and Architect prior to installation shall be removed at no additional expense to the Owner.
8. Each Contractor is responsible for general cleaning.
9. Each individual Contractor will be responsible for the re-grading or patching of areas disturbed by the processing of their work. These re-grade areas shall be brought to proper subgrade or finish grade elevations, depending on condition prior to the start of their work, and properly compacted if required. Patched areas shall match pre-existing conditions. See Section 01700 "Cutting and Patching".
10. Protection of the Work by Others - Contractors shall consider protection of finished work of prime importance. Care shall be taken by Contractors not to damage completed work of other contractors, and to provide adequate protection for their own completed work. Any Contractor moving men and/or transporting materials across floors, grades, roofs or other vulnerable surfaces and through existing areas, shall provide adequate surface protection to prevent damage to existing surfaces. Any cost of damages will be borne by the Contractor causing said damage at the cost of replacement by the Contractor who installed the material.

11. Contractors shall be responsible for the coordination of product integration and immediately inform the Construction Manager and the Architect of conflicts.
12. As provided by KRS 139.310 and Kentucky Administrative Regulation 103 KAE 26:070 (Contract Construction), each contractor is responsible for Kentucky Sales and Use Tax on all materials purchased and installed by the contractor or a third party hired by the contractor. For those Bid Packages identified as Supplier Only or Contractor/Supplier (containing bid breakout items), the sales and use tax is to be excluded only on those material items purchased by the Owner directly from the material supplier (bid breakout items). **If a contractor lists their own company as the supplier on those Bid Packages containing bid breakout items, the owner will not issue a purchase order and exemption certificate.** Accordingly, the sales and use tax on the materials used to fulfill the terms of the contract will be the liability of the contractor.
13. All Contractors shall provide employees on the jobsite with picture ID badges. Badges shall be worn at all times while on school property.
14. All Contractors shall provide to the Construction Manager, certification that each employee working on site has had a current background check pursuant to KRS 160.380 for criminal history.
15. Waste management procedures will be implemented on this construction project. Efforts will be made to minimize the waste materials taken to a landfill by identification and separation of materials. Each Contractor will be responsible for separation of their waste material and disposal in the correct dumpster provided on site. A waste management conference will be conducted to determine what materials will be separated or salvaged and each Contractor will be required to participate in the program.
16. Contractors shall be responsible for following EPA Requirements pertaining to the Renovation, Repair and Patching (RRP) Rule. Any Contractor in which their scope of work will involve sanding, cutting and demolition will be required to provide Construction Manager with all documentation listing that firm is certified and that each Contractor has a certified renovator who is trained by EPA – approved training providers to follow lead-safe work practices. More information about the EPA RRP Rule can be found at [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm).
17. Each Contractor will be required to conduct their work as required to conform to the project schedule. The Contractor will not receive any additional compensation for overtime or weekend work.
18. Each Contractor is to include in their bid, all local regulations regarding licenses and occupational taxes.
19. All Contractors are to review Section 018000 Alternates and provide the required pricing for each.
20. It is the Contractors responsibility to furnish paper sets of Contract Documents for use in the field.
21. The amount of overhead and profit set forth in this agreement shall not exceed fifteen percent (15%) of the net cost of the change.

**(CONTRACTOR ONLY)**  
**BID PACKAGE 025 – SEEDING AND SOD**

**EXCLUDED:**

1. Distribution of topsoil
2. Finish grading to + or - .1'
1. Erosion control seeding

**INCLUDED:**

1. All material, tax, labor, equipment, tests, etc. required to complete work as specified in Section(s):  
Section 329113 – Soil Preparation  
Section 329200 – Lawn and Grasses
2. Cleanup and disposal of debris.
3. Coordination with other trades.
4. Final grading and dressing from + or - .1'.
5. Permits as required.
6. Include maintenance during warranty period
7. Include Layout
8. Include one strip of sod around **ALL** buildings, sidewalks, drives and structures.

**SPECIAL INSTRUCTIONS:**

1. **REFER TO SECTION 01900, PARAGRAPH 12, REGARDING THE APPLICATION OF KENTUCKY SALES AND USE TAX.**
2. The Bid Package 030 Contractor will be responsible for providing the appropriate dumpster for recyclable material and debris. This Contractor is responsible for transporting material and debris to the dumpster staging area and depositing into the appropriate container.
3. Each Contractor will comply with the requirement of the Construction Indoor Air Quality Management Program (during construction and before occupancy).
4. Contractor shall provide and monitor a working email address for project coordination.
5. Work included and material provided in this Bid Package is to be scheduled to coincide with the overall schedule included in the contract documents.

Bidder is directed to Drawings and Technical Specification Section(s) as they relate to this Bid Package.

**(CONTRACTOR ONLY)**  
**BID PACKAGE 026 – PLANTINGS**

**EXCLUDED:**

1. Distribution of topsoil
3. Finish grading to + or - .1'
2. Erosion control seeding

**INCLUDED:**

1. All material, tax, labor, equipment, tests, etc. required to complete work as specified in Section(s):  
Section 329113 – Soil Preparation  
Section 329300 - Plants
2. Cleanup and disposal of debris.
3. Coordination with other trades.
4. Final grading and dressing from + or - .1'.
5. Permits as required.
6. Include maintenance during warranty period
7. Include Layout
8. Include installation and removal of all required stakes and guy wiring of plants.

**SPECIAL INSTRUCTIONS:**

1. **REFER TO SECTION 01900, PARAGRAPH 12, REGARDING THE APPLICATION OF KENTUCKY SALES AND USE TAX.**
2. The Bid Package 030 Contractor will be responsible for providing the appropriate dumpster for recyclable material and debris. This Contractor is responsible for transporting material and debris to the dumpster staging area and depositing into the appropriate container.
3. Each Contractor will comply with the requirement of the Construction Indoor Air Quality Management Program (during construction and before occupancy).
4. Contractor shall provide and monitor a working email address for project coordination.
5. Work included and material provided in this Bid Package is to be scheduled to coincide with the overall schedule included in the contract documents.

Bidder is directed to Drawings and Technical Specification Section(s) as they relate to this Bid Package.

**(END OF SECTION 019000)**

"General Decision Number: KY20250089 08/22/2025

Superseded General Decision Number: KY20240089

State: Kentucky

Construction Type: Building

County: Christian County in Kentucky.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/28/2025
3	03/14/2025
4	04/04/2025
5	04/11/2025
6	06/06/2025
7	07/18/2025
8	08/08/2025
9	08/22/2025

BOIL0040-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 43.85	28.44

-----  
ENGI0181-053 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 40.65	19.60

CRANES WITH BOOM 150 FEET & OVER, INCLUDING JIB, SHALL RECEIVE \$.75 ABOVE THE WAGE RATE; 250 FEET AND OVER, INCLUDING JIB, SHALL RECEIVE \$1.50 ABOVE THE WAGE RATE. ALL CRANES WITH PILING LEADS WILL RECEIVE \$.50 ABOVE THE WAGE, REGARDLESS OF BOOM LENGTH.

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ENGI0181-054 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill).....	\$ 40.65	19.60

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ENGI0181-079 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader).....	\$ 40.65	19.60

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ENGI0181-080 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 40.65	19.60

-----  
ENGI0181-093 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler).....	\$ 34.99	19.60

-----  
IRON0044-017 06/01/2025

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.77	23.90

-----  
LAB00561-009 04/01/2025

	Rates	Fringes
LABORER (Mason Tender - Brick)...	\$ 28.89	19.20

-----  
\* LAB01445-002 06/01/2025

	Rates	Fringes
LABORER (Power Tool Operator)....	\$ 31.35	23.18

-----  
PAIN0156-004 04/01/2024

	Rates	Fringes
PAINTER: Spray.....	\$ 30.62	20.30

FOOTNOTE A:

All Structures over 40? \$0.75/ hour above base wage  
All Structures over 75? \$1.50/ hour above base wage  
All Structures over 100? \$2.50/ hour above base wage



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PLUM0184-006 07/01/2025

	Rates	Fringes
PLUMBER.....	\$ 44.26	20.28

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PLUM0633-001 08/01/2024

	Rates	Fringes
PIPEFITTER.....	\$ 38.41	22.26

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\* ROOF0106-010 07/01/2025

	Rates	Fringes
ROOFER.....	\$ 30.97	13.91

-----  
SFKY0669-002 04/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 44.15	26.08

-----  
SHEE0020-001 07/01/2014

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 29.45	19.29

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\* UAVG-KY-0019 01/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.94	21.99

-----  
\* SUKY2015-028 06/02/2015

	Rates	Fringes
BRICKLAYER.....	\$ 25.09	10.05
CARPENTER (Form Work Only).....	\$ 25.20	7.12
CARPENTER, Excludes Form Work....	\$ 21.68	7.20
CEMENT MASON/CONCRETE FINISHER...	\$ 20.56	9.56

ELECTRICIAN.....	\$ 30.50	9.21
IRONWORKER, REINFORCING.....	\$ 27.31	16.86
IRONWORKER, STRUCTURAL.....	\$ 25.41	7.63
LABORER: Common or General.....	\$ 18.04	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 19.85	9.87
LABORER: Pipelayer.....	\$ 15.00 **	4.08
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 28.01	7.59
OPERATOR: Bulldozer.....	\$ 24.51	12.72
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 22.52	4.00
OPERATOR: Roller.....	\$ 23.60	12.65
PAINTER (Brush and Roller).....	\$ 17.45 **	0.34
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 36.24	6.89
TILE FINISHER.....	\$ 15.42 **	7.24
TILE SETTER.....	\$ 20.96	0.00
TRUCK DRIVER: Dump Truck.....	\$ 23.60	8.03

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION"

**INDEX OF SPECIFICATIONS**

<b>Section</b>	<b>Page</b>	
329113	Pages 3 - 8	Soil Preparation
329200	Pages 9 - 17	Lawns and Grasses
329300	Pages 18 - 29	Plants

## SECTION 329113 - SOIL PREPARATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes planting soils and layered soil assemblies specified by composition of the mixes.

#### 1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice) unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include recommendations for application and use.
  - 2. Include test data substantiating that products comply with requirements.
  - 3. Include sieve analyses for aggregate materials.
  - 4. Material Certificates: For each type of soil amendment and fertilizer before delivery to the site, according to the following:
    - a. Manufacturer's qualified testing agency's certified analysis of standard products.
    - b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
- B. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this project.

#### 1.4 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction soil analyses on existing, on-site soil. Test shall provide the following information.
  - 1. Soil pH and buffer pH.



2. Presence of the following elements: phosphorous, potassium, magnesium, calcium, sulfur, boron, zinc, manganese, iron, copper.
3. Cation exchange capacity.
4. Fertility recommendation (lbs per acre).
5. Analysis shall be made of native topsoil, minimum 2 samples taken from locations as directed by the Architect.

- 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.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  3. Do not move or handle materials when they are wet or frozen.
  4. Accompany each delivery of bulk fertilizers and soil amendments with appropriate certificates.

## PART 2 - PRODUCTS

### 2.1 PLANTING SOILS SPECIFIED BY COMPOSITION

- A. Planting- Soil Type for tree, shrub and ground cover beds: Imported or native, naturally formed topsoil consisting of sandy loam, loam, silt loam or silty clay loam soil according to USDA textures; and modified to produce viable planting soil.
1. Sources: Take imported, unamended soil from sources that are naturally well-drained sites where topsoil occurs at least 4 inches (100 mm) deep, not from bogs, or marshes; and that do not contain undesirable organisms; disease-causing plant pathogens; or obnoxious weeds and invasive plants including, but not limited to, quackgrass, Johnsongrass, poison ivy, nutsedge, nimblewill, Canada thistle, bindweed, bentgrass, wild garlic, ground ivy, perennial sorrel, and brome grass.
  2. Additional Properties of Imported Soil before Amending: Soil reaction of pH 6 to 7 and minimum of 4 percent organic-matter content, friable, and with sufficient structure to give good tilth and aeration.
  3. Unacceptable Properties: Remove the following:
    - a. Unacceptable Materials: Concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar,

- roofing compound, acid, and other extraneous materials that are harmful to plant growth.
  - b. Large Materials: Stones, clods, roots, clay lumps, and pockets of coarse sand exceeding 3 inches (75 mm) in any dimension.
- B. Planting-Soil Type for Lawn: Existing, on-site surface topsoil or imported topsoil; modified to produce viable planting soil. Blend existing, topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
- 1. Weight of Lime: two tons per acre.
  - 2. Weight of Slow-Release Fertilizer: 40 pounds per acre.
  - 3. Adjust quantities and types of amendments per recommendations of soil test report.
- C. Planting-Soil Type for tree, shrub and ground cover beds: Imported or native, naturally formed topsoil and modified to produce viable planting soil.
- 1. Amended Soil Composition: Blend topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:
    - a. Ratio of Loose Compost to Topsoil: 1:4 by volume.
    - b. Weight of Slow-Release Fertilizer: One pound per 1000 sq. ft. (100 sq. m) per 6 inches (150 mm) of soil depth.
    - c. Adjust quantities and types of amendments per recommendations of preconstruction testing service.
    - d. Substitute sphagnum peat moss for compost for specific plants as indicated on Plant Schedule.

## 2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
- 1. Class: T, with a minimum of 99 percent passing through a No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through a No. 60 (0.25-mm) sieve.
  - 2. Form: Provide lime in form of ground calcitic limestone.
- B. Perlite: Horticultural perlite, soil amendment grade.
- C. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

## 2.3 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
- 1. Feedstock: Lightly decomposed organic matter may not include sewage sludge.
  - 2. Reaction: pH of 5.0 to 7.5.
  - 3. Soluble-Salt Concentration: Less than 4 dS/m.
  - 4. Moisture Content: 35 to 55 percent by weight.
  - 5. Organic-Matter Content: 50 percent of dry weight.

6. Particle Size: Minimum of 90 percent passing through a 1/2-inch (13-mm) sieve.

- B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture with 100 percent passing through a 1/2-inch (13-mm) sieve, a pH of 3.4 to 4.8, and a soluble-salt content measured by electrical conductivity of maximum 5 dS/m.
- C. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and 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, debris, and material harmful to plant growth.

## 2.4 FERTILIZERS

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
  - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
  - 2. Vary composition as recommended by soil test report.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- B. Proceed with placement only after unsatisfactory conditions have been removed.

### 3.2 TURF AREA PREPARATION

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
  - 3. Till ungraded areas to expose soil for lawn or meadow planting using a disk harrow or other suitable equipment to a minimum depth of six inches.
  - 4. Cultivate using a tine harrow, chain-disk harrow or other suitable equipment to break up lumps of soil and provide a smooth, level soil surface ready for planting. Finish graded surface shall be deemed sufficient, if after planting and growth of lawn, the area is level enough to be mowed by use of a walk-behind mower.
- B. Mix amendments with in-place, unamended soil to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy or excessively wet.

- C. Apply lime and fertilizer, evenly on surface, and thoroughly blend them into full depth of unamended, in-place soil to produce planting soil.
  - 1. Mix lime with dry soil before mixing fertilizer.
  - 2. Mix fertilizer with planting soil no more than seven days before planting.

### 3.3 PLACING AND MIXING PLANTING SOIL IN TREE, SHRUB AND GROUND COVER BEDS

- A. General: Apply and mix unamended topsoil with amendments on-site to produce required planting soil. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet. Remove duff layer in all planting beds before excavation.
- B. Subgrade Preparation: Till sugrade soil to a minimum depth of 4 inches (100 mm).
- C. Mixing: Spread unamended topsoil to total depth of 4 inches (100 mm), but not less than required to meet finish grades after mixing with amendments and natural settlement.
  - 1. Amendments: Apply soil amendments, compost, or peat moss and fertilizer, evenly on surface, and thoroughly blend them with unamended topsoil to produce planting soil.
    - a. Mix fertilizer with planting soil no more than seven days before planting.
  - 2. Lifts: Continue filling planting bed excavations with planting soil and amendments in lifts not exceeding 8 inches (200 mm) in loose depth for material compacted by compaction equipment, and not more than 6 inches (150 mm) in loose depth for material compacted by hand-operated tampers.
- D. Compaction: Compact each blended lift of planting soil to 82 percent of maximum Standard Proctor density according to ASTM D 698 and tested in-place.
- E. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

### 3.4 PROTECTION

- A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Vehicle traffic.
  - 4. Foot traffic.
  - 5. Erection of sheds or structures.
  - 6. Impoundment of water.
  - 7. Excavation or other digging unless otherwise indicated.
- B. If planting soil or subgrade is overcompacted, disturbed, or contaminated, remove the planting soil and contamination; restore the subgrade and replace contaminated planting soil with new planting soil.

3.5 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

END OF SECTION 329113

## SECTION 329200 - LAWNS AND GRASSES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Seeding.
2. Sodding.
3. Turf renovation.
4. Erosion-control material.

B. Related Sections:

1. 329300 – Plants
2. 329113 – Soil Preparation.

#### 1.2 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- D. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- E. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- F. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- G. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- H. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
  - 1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.
- B. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, 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 turfgrass sod. Include identification of source and name and telephone number of supplier.
- C. Product Certificates: For soil amendments and fertilizers, from manufacturer.

### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.
- C. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

### 1.5 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

### 1.6 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings that fail in materials, workmanship, or growth within specified warranty period.
  - 1. Failures include, but are not limited to, the following:

- a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
2. Warranty Periods from Date of Substantial Completion:
  - a. 12 months minimum, but not less than one full growing season.
3. Include the following remedial actions as a minimum:
  - a. Immediately remove dead turf and replace unless directed by Architect to plant in the succeeding planting season.
  - b. Provide extended warranty for period equal to original warranty period, for areas of replaced lawn material.

## PART 2 - PRODUCTS

### 2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Grass Seed Mix: Proprietary seed mix as follows:
  1. Products: Subject to compliance with requirements, provide the following:
    - a. Sunny Areas: Kentucky 31 Fescue.
    - b. Shady Areas: Red Fescue.
    - c. Sports Fields: Bermuda Grass, variety as directed by Owner.

### 2.2 TURFGRASS SOD

- A. Turfgrass Sod: Approved, Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
- B. Turfgrass Species: Sod of grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:
  1. Sun and Partial Shade: Kentucky 31 Fescue.

### 2.3 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; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

## 2.4 FERTILIZERS

- A. 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 laboratory.

## 2.5 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
- B. Hydromulching: Straw, paper, wood mulch or a combination subject to Architect's approval.

## 2.6 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

## 2.7 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.
- B. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd. (0.5 kg/sq. m), with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
  - 1. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
  - 2. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  - 3. Uniformly moisten excessively dry soil that is not workable and which is dusty.
- B. Apply herbicide for weed control only where undesirable plants or roots remain after grading. Remove dead plant material and roots by raking and cultivating the soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination and replace with new planting soil.

### 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, grade stakes and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Install 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 TURF AREA PREPARATION

- A. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Limit finish grading to areas that can be planted in the immediate future.
  - 1. Ensure grades are sloped to provide positive drainage away from buildings, walkways, pavements and toward drainage structures such that no standing water occurs on paved or lawn areas.
  - 2. Do not install sod or seed until finish grades are properly sloped for drainage.
- B. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- D. Ensure that rough grade is established at elevation such that depth of sod is accommodated.
  - 1. Unless indicated otherwise, finish grade with sod installed shall be one inch below adjacent pavement.
  - 2. If sod is installed too high and water is dammed on pavements, remove sod, regrade and install replacement sod.

### 3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Measure slopes and mark areas requiring erosion control materials. Include areas that exceed slopes requiring mesh or blankets. Whether or not indicated on plans.
- B. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- C. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

### 3.5 SEEDING

- A. Sow seed with spreader, cultipacker-seeder, or by hydroseeding. Do not broadcast or drop seed on dry or compacted soil or 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.
  - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer and shrub planting beds.
- B. Sow seed at a total rate of 5 to 8 lb/1000 sq. ft. (2.3 to 3.6 kg/92.9 sq. m).
- C. Rake seed lightly into top 1/8 inch (3 mm) of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control blankets and 1:6 with erosion-control fiber mesh, 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 thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
  - 1. Install erosion control blankets or fiber mesh in areas with slopes not exceeding 1:6 wherever other factors such as concentrated water flows or construction activity are causing erosion.
  - 2. Anchor straw mulch by crimping.
  - 3. Replace or re-crimp mulch that is displaced by wind and remove accumulations of displaced mulch on site and on adjacent property.
  - 4. Mix seed and mulch together in areas being hydroseeded.

### 3.6 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade,

eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor gaps between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.
  2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

### 3.7 TURF RENOVATION

- A. Renovate existing turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
  2. Install new planting soil as required.
- B. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- C. Remove topsoil containing foreign materials such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- D. Mow, dethatch, core aerate, and rake existing turf.
- E. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- F. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.
- G. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches (150 mm).
- H. Apply soil amendments and initial fertilizers required for establishing new turf and mix thoroughly into top 4 inches (100 mm) of existing soil. Install new planting soil to fill low spots and meet finish grades.
- I. Apply seed and mulch.
- J. Water newly seeded areas and keep moist until new turf is established.

### 3.8 TURF MAINTENANCE

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling, erosion or other processes. Replace materials and turf damaged or lost in areas of subsidence.
  2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
  3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches (100 mm).
1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
  2. Water turf with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is tall enough to cut. Remove no more than 1/3 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 2" grass height.
- D. Turf Postfertilization: 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 turf area.
- E. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but not less than the following periods:
1. Sodded and Seeded Turf: Until the date of Substantial Completion or until 30 days after final completion of the landscape installation, whichever is latest, but not before a satisfactory turf has been established.

### 3.9 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
1. Satisfactory Seeded Turf: 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 5 by 5 inches (125 by 125 mm).
  2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.10 CLEANUP AND PROTECTION

- A. Remove and reinstall seed and mulch that are displaced before seed germinates and lawn is established.
- B. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass is established.
- E. Remove mulch netting after grass is established and before first mowing.

END OF SECTION 329200

## SECTION 329300 - PLANTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Plants.
2. Landscape edgings.
3. Mulches.

B. Related Sections:

1. 329200 "Turf and Grasses".
2. 329113 "Soil Preparation".

#### 1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.
- D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.
- E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- F. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- G. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

- H. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- I. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- J. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated, including soils.
  - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
  - 2. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to the Project.
- B. Samples for Verification: For each of the following:
  - 1. Trees and Shrubs: One sample of each variety and size delivered to the site for review. Maintain approved samples on-site as a standard for comparison.
  - 2. Organic Mulch: 1-quart (1-liter) volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
  - 3. Mineral Mulch: 2 lb (1.0 kg) of each mineral mulch required, in sealed plastic bags labeled with source of mulch. Sample shall be typical of the lot of material to be delivered and installed on the site; provide an accurate indication of color, texture, and makeup of the material.
  - 4. Weed Control Barrier: 12 by 12 inches (300 by 300 mm).
  - 5. Edging Materials and Accessories: Section 2'-0" long with fasteners, or 1 unit for concrete, brick and stone edging.
  - 6. Root Barrier: Width of panel by 12 inches (300 mm).
- C. Qualification Data: For qualified landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
- D. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before start of required maintenance period.
- E. Warranty: Special warranty, 2 copies.

### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful establishment of plants.



1. Experience: Five years' experience in landscape installation in addition to requirements in Division 01 Section "Quality Requirements."
  2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
  3. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches (150 mm) above the root flare for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the root flare for larger sizes.
  2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Architect may observe plant material at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
1. Notify Architect seven days in advance of delivery to site.
- E. Preinstallation Conference: Conduct conference at Project site.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.
- B. Bulk Materials:
1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
- C. Deliver bare-root stock plants freshly dug. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.
- D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide

protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

- E. Handle planting stock by root ball.
- F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F (16 to 18 deg C) until planting.
- G. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
  - 1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.
  - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
  - 3. Do not remove container-grown stock from containers before time of planting.
  - 4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

#### 1.6 PROJECT CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.
- C. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas.

#### 1.7 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by others.
    - b. Structural failures including plantings falling or blowing over.
    - c. Faulty performance of edgings.
    - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
  - 2. Warranty Periods from Date of Planting Completion:

- a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months, minimum, but not less than 1 full growing season.
  - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months, minimum, but not less than 1 full growing season.
3. Include the following remedial actions as a minimum:
  - a. Immediately remove dead plants. Replace immediately unless required to plant in the succeeding planting season.
  - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
  - c. Provide extended warranty for period equal to original warranty period, for replaced plant material.

## PART 2 - PRODUCTS

### 2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
  1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk; crossing trunks; cut-off limbs more than 3/4 inch (19 mm) in diameter; or with stem girdling roots will be rejected.
  2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.
- E. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.
- F. Annuals and Biennials: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

## 2.2 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
  - 1. Type: Shredded hardwood, Ground or shredded bark, Pine straw, Pine needles, Peanut, pecan, and cocoa-bean shell organic compost.
  - 2. Size Range: 2 inches maximum.
  - 3. Color: As selected by Architect from manufacturer's full range of color options.
- B. Stone Mulch:
  - 1. Trap rock.
  - 2. Size Range: 3/8" to 1".
  - 3. Color: Gray.

## 2.3 WEED-CONTROL BARRIERS

- A. Nonwoven Geotextile Filter Fabric: Polypropylene or polyester fabric, 3 oz./sq. yd. (101g/sq. m) minimum, composed of fibers formed into a stable network so that fibers retain their relative position. Fabric shall be inert to biological degradation and resist naturally-encountered chemicals, alkalis, and acids.

## 2.4 LANDSCAPE EDGINGS

- A. Metal Edging: Standard commercial-steel edging, or aluminum edging, fabricated in sections of standard lengths, with loops stamped from or welded to face of sections to receive stakes.
  - 1. Aluminum edging basis of design product: Permaloc Cleanline XL.
  - 2. Steel edging basis of design product: Col-Net 1011-5, 1/8" x 5".
  - 3. Edging Size: 5 inches deep.
  - 4. Stakes: Tapered steel or aluminum, a minimum of 12 inches (300 mm) long.
  - 5. Accessories: Standard tapered ends, corners, and splicers.
  - 6. Finish: Standard paint.
  - 7. Paint Color: Black.

## 2.5 MISCELLANEOUS PRODUCTS

- A. Root Barrier: Black, molded, modular panels manufactured with 50 percent recycled polyethylene plastic with ultraviolet inhibitors, 85 mils (2.2 mm) thick, with vertical root deflecting ribs protruding 3/4 inch (19 mm) out from panel, and each panel 24 inches (610 mm) deep.
- B. Tree Stabilization Materials:
  - 1. Guy Stakes: Rough-sawn, sound, new hardwood, 2 by 2 inch nominal (38 by 38 mm actual) by length indicated, pointed at one end.
  - 2. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or compression springs.

3. Guys and tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch (92.7 mm) in diameter.
4. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
5. Guy Cables: Five-strand, 3/16 inch (4.8 mm) diameter, galvanized steel cable, with zinc coated turnbuckles, a minimum of 3 inches (75 mm) long, with two 3/8 inch (10 mm) galvanized eyebolts.
6. Flags: Standard surveyor's plastic flagging tape, white, 6 inches (150 mm) long.

## 2.6 EROSION CONTROL MATERIALS

- A. Erosion Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.
- B. Erosion Control Fiber Mesh: Biodegradable burlap or spun coir mesh, a minimum of 0.92 lb/sq. yd. (0.5 kg/sq. m), with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches (150 mm) long.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.
  1. Verify that no foreign or deleterious material has contaminated the soil.
  2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
  3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain optimum results.
  4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the contaminated soil and replace with new planting soil.

### 3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install 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.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

### 3.3 PLANTING AREA ESTABLISHMENT

- A. Mark the ground where trees and planting beds will be located, following locations indicated on landscape drawing as closely as possible. Notify Architect for approval of plant locations.
  - 1. Architect may change plant locations in the field.
  - 2. Do not commence excavations without Architect's review and approval.
- B. Loosen subgrade of planting areas to a minimum depth of 6 inches (150 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter.
  - 1. Excavate and backfill with planting soil to the following minimum depths:
    - a. Trees and Shrubs: 2'-0" or depth of root ball plus six inches.
    - b. Shrub Beds: 1'-6" or depth of root ball plus six inches.
    - c. Perennial and ground cover beds: 6".
  - 2. Spread planting soil to a depth not less than required to meet finish grades after natural settlement. Ensure that planting soil is properly mixed before installing plants in bed. If planting soil is not properly mixed, remove installed plants, introduce compost, fertilizer and other required amendments and thoroughly mix with topsoil in place before reinstalling plants
- C. Finish Grading: Grade planting areas to a smooth, uniform surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- D. Restore planting areas if eroded or otherwise disturbed after finish grading.

### 3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
  - 1. Excavate approximately three times as wide as ball diameter for balled and burlapped, balled and potted, container-grown, fabric bag-grown stock.
  - 2. Excavate at least 12 inches (300 mm) wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
  - 3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
  - 4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
  - 5. Maintain required angles of repose of adjacent materials. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
  - 6. Maintain supervision of excavations during working hours.
  - 7. Keep excavations covered or otherwise protected overnight, after working hours and when unattended by Installer's personnel.

- B. Subsoil and topsoil removed from excavations shall not be used as planting soil.
- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Architect if subsoil conditions cause unexpected water seepage or retention in tree or shrub planting pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

### 3.5 TREE, SHRUB, AND VINE PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Set balled and burlapped stock plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.
  - 1. Use planting soil for backfill.
  - 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops and sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
  - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Set container-grown and fabric bag grown stock plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.
  - 1. Use planting soil for backfill.
  - 2. Carefully remove root ball from container without damaging root ball or plant.
  - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
  - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Set and support bare-root stock in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grade.
  - 1. Use planting soil for backfill.
  - 2. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots.

3. Continue backfilling process. Water again after placing and tamping final layer of soil.

- F. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

### 3.6 ROOT-BARRIER INSTALLATION

- A. Install root barrier where trees are planted within 48 inches (1200 mm) of paving or other hardscape elements, such as walls, curbs, and walkways unless otherwise shown on Drawings.
- B. Align root barrier with bottom edge angled at 20 degrees away from the paving or other hardscape element and run it linearly along and adjacent to the paving or other hardscape elements to be protected from invasive roots.
- C. Install root barrier continuously for a distance of 60 inches (1500 mm) in each direction from the tree trunk, for a total distance of 10 feet (3 m) per tree. If trees are spaced closer, use a single continuous piece of root barrier.
1. Position top of root barrier flush with finish grade.
  2. Overlap root barrier a minimum of 12 inches (300 mm) at joints.
  3. Do not distort or bend root barrier during construction activities.
  4. Do not install root barrier surrounding the root ball of tree.

### 3.7 GROUND COVER AND SHRUB PLANTING

- A. Set out and space ground cover and shrubs as indicated in even rows with triangular (staggered) spacing.
- B. Plant in bedded areas backfilled with planting soil throughout the planting bed.
- C. Dig holes large enough to allow spreading of roots. Carefully loosen bundles of knotted roots.
- D. For rooted cutting plants supplied in flats, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.
- H. Space plants evenly, at distances indicated on Plant Schedule, so that areas of massed planting will be fully covered and without gaps.
1. Leave sufficient space for plants to grow to full natural size without crowding fixed objects, walls, signs, site furniture or utility structures.
  2. Leave a small clear zone between different species of massed plants.



3. Remove and reinstall plants as directed by the Architect where installation is improperly spaced.

### 3.8 PLANTING AREA MULCHING

- A. Install weed-control barriers before mulching. Completely cover area to be mulched, overlapping edges a minimum of 12 inches (300mm) and secure seams with galvanized pins.
- B. Mulch backfilled surfaces of planting areas and other areas indicated.
  1. Trees and Tree-like Shrubs in Turf Areas: Apply organic mulch ring of 3-inch (75-mm) average thickness, with 36-inch (900-mm) radius around trunks or stems. Do not place mulch within 6 inches (150 mm) of trunks or stems.
  2. Organic Mulch in Planting Beds: Apply 2-inch (50-mm) average thickness of organic mulch extending 12 inches (300 mm) beyond edge of individual planting pit or trench and over whole surface of planting area, and one inch below adjacent finish grades. Do not place mulch within 6 inches (150 mm) of trunks or stems. Do not overfill planting beds.
  3. Mineral Mulch in Planting Areas: Apply 2-inch (50-mm) average thickness of mineral mulch extending 12 inches (300 mm) beyond edge of individual planting pit or trench and over whole surface of planting area, one inch below adjacent finish grades. Do not place mulch within 6 inches (150 mm) of trunks or stems. Do not overfill mulch areas.

### 3.9 EDGING INSTALLATION

- A. Metal Edging: Install metal edging where indicated. Anchor with metal stakes spaced approximately 30 inches (760 mm) apart, driven below top elevation of edging. Recess edging into soil so that no more than one inch is exposed on low side. Do not allow top of edging to protrude above adjacent pavement or lawn surfaces.
- B. Shovel-Cut Edging: Separate mulched areas from turf areas with a 45-degree, 4- to 6-inch- (100- to 150-mm-) deep, shovel-cut edge where shown on Drawings.

### 3.10 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
- D. Initial Maintenance Service for Trees, Groundcovers and Shrubs: Provide maintenance by skilled employees of landscape Installer. Begin maintenance immediately after plants are

installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

1. Maintenance Period: Until date of Substantial Completion, or until 30 days after final completion of the landscape installation, whichever is later

### 3.11 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

### 3.12 DISPOSAL

- A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property

END OF SECTION 329300