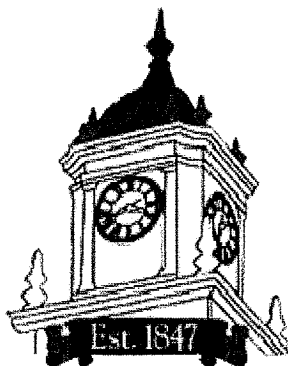


# **Project Manual**



## **Newport High School Landscaping at Exterior of Cafeteria**

**NEWPORT INDEPENDENT BOARD OF EDUCATION  
Kelly E. Middleton, Superintendent**

Bentwood Landscape & Design  
8131 AA Highway  
Alexandria, Kentucky 41000

**Project Manual**

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ADVERTISEMENT FOR BIDS

Sealed Bids for furnishing all materials, equipment and labor necessary to complete the Project

**NEWPORT HIGH SCHOOL – LANDSCAPING AT CAFETERIA AREA**

900 East 6<sup>th</sup> Street, Newport, Kentucky 41071

will be received by the Owner, the Newport Independent Board of Education, at the Board Office, 30 West Eighth Street, Newport, Kentucky 41071 until prevailing time (according to the clock on the receptionist's phone). Bids will be opened and read aloud after receipt of bids. During interim between time Bids are due and time Bids are opened, no modifications, withdrawals, or cancellation of any Bid will be allowed.

With deposit of \$25 for each set, Bidders in good standing submitting Bids directly to the Owner may obtain a set of the Bidding Documents beginning \_\_\_\_\_, from the office of the Newport Independent Board of Education, 30 West 8<sup>th</sup> Street, Newport, Kentucky 41071. Checks shall be made payable to Newport Independent Board of Education.

Bidders must deposit with their Bids security in accordance with the Bid Documents. Successful Bidder will be required to furnish a Performance Bond and Payment Bond in an amount of one-hundred percent (100%) of the Contract amount.

NEWPORT INDEPENDENT BOARD OF EDUCATION

By: Kelly E. Middleton, Superintendent

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify the KDE Version of Instructions to Bidders AIA A701, 1997. Where a portion of this document is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions shall remain in effect. **Where "Architect" is referenced it shall mean "Landscape Designer"**.

### ARTICLE 2 -- BIDDER'S REPRESENTATIONS

- 2.1.1 Page 2, Article 2 Bidder's Representation, 2.1.1: Add: Bidder is directed to the Bidding and Contract Documents for notices regarding equal employment opportunity, affirmative action, model procurement, non-discrimination, conflict of interest, and other related provisions of the Contract.
- 2.1.3 Bidder shall visit the project site and view existing conditions in detail prior to submission of Bid.

### ARTICLE 3 - BIDDING DOCUMENTS

#### 3.1 Copies

3.1.1: Add: Deposits will be returned to Non-Bidders who return Bidding Documents in good condition one (1) week prior to due date of Bids. Bidding information and documents may be viewed at:

Newport Independent Schools  
30 West 8<sup>th</sup> Street  
Newport, Kentucky 41071  
Attention: Kim Klosterman 859-292-3001

### ARTICLE 4 -- BIDDING PROCEDURES

#### 4.2 Bid Security

4.2.1: Add: Bid Security shall be made payable to **the Owner, the Newport Independent Board of Education**, as stipulated in the KDE Version of the Instructions to Bidders.

#### 4.3 SUBMISSION OF BIDS

#### 4.4 Modification or Withdrawal of Bid

4.4.1: Add: Stipulated time period is sixty (60) days.

### ARTICLE 5 -- CONSIDERATION OF BIDS

#### 5.2 Rejection of Bids

Add: Each Bidder agrees to waive any claim it has or may have against the Owner, the Architect, and their respective employees, arising out of or in connection with the administration, evaluation, recommendation, or award of any Bid.

#### 5.3 Acceptance of Bid (Award)

5.3.1: In Line 1, delete "lowest qualified bidder" and substitute "lowest and/or best bid as determined by the Owner in accordance with KRS 45A.490 – 45A.494 and KRS

160.303". In the second sentence add "and/or defects" after "irregularities".

5.3.2: In Line 1 after "accept", add "or reject". In Line 3, after "accepted", add "or rejected".

#### ARTICLE 6 -- POST BID INFORMATION

##### 6.1 Contractor's Qualification Statement

Add: The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the Work in a prompt and efficient manner per the Contract Documents. The right is reserved to reject any Bid where an investigation and evaluation of the Bidder's qualifications would give reasonable belief that the Bidder could not perform prompt and efficient completion of the Work per the Contract.

After the opening of Bids the Owner will review all Bids for responsiveness to the Bidding and Contract Documents. The Owner retains the right to consider any Bid as non-responsive based solely on its judgment that the Bid does not satisfactorily meet the criteria of the Bidding and Contract Documents of the Newport Independent School District's Procurement Code.

##### 6.5 Unit Prices

6.5.3 Add: ..., unloading, delivery, installation, taxes and insurance.

#### ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

##### 7.1 Bond Requirements

7.1.1: Add: Bidder shall include in his Bid costs for furnishing a Performance Bond and Payment Bond acceptable to **the Owner, the Newport Independent Board of Education**, executed by a surety company duly authorized to do business in the Commonwealth of Kentucky, with a Treasury listed A.M. Best Rating of A- or better, in an amount of one hundred percent (100%) of the Contract Amount (as it may be increased) as security for the faithful performance of the Contract and as security for the payment of all persons performing labor and furnishing materials in connection with this Contract. Premiums due for any endorsements to include terrorism shall be included in Contractor's Bid.

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

7.2.2: Add: Three originally signed Performance Bonds and Payment Bonds are required.

7.2.4: Add: The agent of the surety must exhibit certificate of license showing legal right of the surety to do business within the Commonwealth of Kentucky.

#### ARTICLE 9 – PUBLIC WORKS ACT

Add: Kentucky Prevailing Wages do not apply to this Project. Delete all references to prevailing wages in this Article. Other provisions of Chapter 337 still apply.

ARTICLE 12 - EQUAL EMPLOYMENT AND NON-DISCRIMINATION

12.1 General Policy

Add: 12.1.2: The Newport Independent Board of Education, an Equal Employment Opportunity and Affirmative Action Employer, has adopted the Model Procurement Regulations and they shall be deemed incorporated by reference in these Bidding and Contract Documents as though fully quoted herein. In the event of any conflict between these documents and the Model Procurement Regulations, the Regulations shall govern.

Add: 12.1.3: Non-Discrimination During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

(3) The Contractor shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

ARTICLE 13 - CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS, USE OF CONFIDENTIAL INFORMATION (KRS 45A.455)

Add: "Prohibition Against Conflicts of Interest, Gratuities and Kickbacks"

Any employee or any official of the Board of Education of Newport, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Newport, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Newport, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed

guilty of a felony and shall be punished by a fine not to exceed Five Thousand Dollars (\$5,000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Note: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5,000 fine or one (1) year imprisonment or both on conviction.

Bidder shall execute and attach to his Form of Proposal the "Conflict of Interest" certification bound into the Project Manual after the Form of Proposal.

Add: ARTICLE 16 - AFFIDAVIT OF ASSURANCES OF WORKER'S COMPENSATION AND UNEMPLOYMENT INSURANCE

- 16.1 The successful Bidder will be required by the governing building department to assure by affidavit that the Contractor and all Subcontractors employed, or that will be employed under the provisions of the Contract, will be in compliance with Kentucky requirements for workers' compensation insurance according to KRS Chapter 342 and unemployment insurance according to KRS Chapter 341.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BG No. 18-168 Date: \_\_\_\_\_

To: (Owner) Newport Independent Board of Education

Project Name: Newport High School – Landscaping at Cafeteria Area

Bid Package No. Total Project City, County: Newport (Campbell)

Name of Contractor: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_; Business Address: \_\_\_\_\_

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.

Addenda \_\_\_\_\_ (Insert the addenda numbers received or the word "none" if no addenda received.)

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

\_\_\_\_\_ Dollars & \_\_\_\_\_ Cents (\_\_\_\_\_)  
(Use Words) (Use Figures)

**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)

**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 with the bid.

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

**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.

<b><u>WORK</u></b> (to be filled out by the Architect)	<b><u>PRICE / UNIT</u></b> (to be filled out by the Contractor)	<b><u>UNIT</u></b> (to be filled out by the Contractor)

**DIRECT MATERIAL PURCHASES:**

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 four (4) 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)
None		

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:**

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.**

COMPLETION OF PROJECT:

The Bidder proposes and agrees to substantially complete all Work under this Contract by \_\_\_\_\_  
(insert date).

CERTIFICATE OF CORPORATE PRINCIPAL  
(To Be Completed if Bidder is a Corporation)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the Company named as Bidder  
in the within Bid, that \_\_\_\_\_, who signed this Bid on behalf of the Bidder, was then  
\_\_\_\_\_ of said Company, that I know his signature and his signature hereto is genuine; and that said  
Bid was duly signed, sealed, and attested for and on behalf of said Company by authority of its governing body and is  
within the scope of its powers.

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

State of Incorporation: \_\_\_\_\_

Corporate Seal:

CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. he, or any member of his immediate family, has a financial interest herein; or
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee is a party; or
- c. any other person, business, shareholder or other stockholder, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not be limited to, involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory capacity.

It is a violation of Kentucky law for any board member or employee, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in an amount exceeding \$25.00 per year in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I hereby certify that no member of my immediate family is an employee or board member of the Grant County Board of Education.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

References: KRS 156.480, OAG 80-32, Model Procurement Code 45A.455

Note: This certificate must be signed and attached to the Form of Proposal in order for Bid to be qualified.

## SUPPLEMENTARY CONDITIONS

The following supplements modify the KDE Version of AIA Document A201, 2007, General Conditions of the Contract for Construction. Where a portion of this document is modified or deleted by these Supplementary Conditions, the unaltered portions shall remain in effect. **Throughout the Documents, where reference is made to "Architect" it shall mean the "Landscape Designer".**

### ARTICLE 1 - GENERAL PROVISIONS

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

1.2.1: Add: In case of conflicts or discrepancies between Drawings and Specifications or within or among the Contract Documents and not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architects determination.

Add: Drawings are diagrammatic and are a graphic representation of Contract requirements, produced according to best available standards to an optimum scale. Dimensions of work as indicated on Drawings are not guaranteed to be asbuilt dimensions. No measurements shall be scaled from Drawings and used as definite dimensions for quantities, layout, or fitting work in place.

### ARTICLE 2 - OWNER

#### 2.1 General

2.1.1: Add: The Owner is Newport Independent Board of Education.

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

2.2.5: Delete in its entirety and substitute: Contractor will be furnished free of charge two (2) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

### ARTICLE 3 - CONTRACTOR

#### 3.6 Taxes

3.6.1: Add: This Project is not exempt from Kentucky State Sales Tax.

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

3.7.1: Add: The Contractor shall include costs for all plan reviews, permits and fees.

Add: The Contractor and Subcontractors must be duly licensed to perform work in the Commonwealth of Kentucky at the time of submission of Bid. In addition, the Contractor and all Subcontractors must have Campbell County and City of Newport business licenses prior to beginning work on this project.

3.7.2: Add: Kentucky Fairness in Construction Act: Where the provisions of this Contract and its associated Contract Documents conflict with or are contrary to the provisions of KRS 371.400 to 371.425, the provisions of KRS 371.400 to 371.425 shall prevail.

Within 10 days after award of 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 Subcontract for the duration of the Contract.

3.7.3 Add: All work and materials for this Project shall be in accordance with the prevailing Kentucky Building Code and the latest IEC.

## ARTICLE 7 - CHANGES IN THE WORK

### 7.1 General

7.1.4: Add: All proposals for changes in the Work shall show a cost breakdown which separates costs into four categories: labor, materials, profit and overhead, bond and insurance. Further detailed breakdowns may be requested. If unit prices are utilized, this cost breakdown will not be necessary. Net cost of any change is defined as outlined in 7.3.7 sub-articles .1 through .5, except for bonds and insurance.

## ARTICLE 8 - TIME

### 8.3 Delays and Extensions of Time

8.3.1: Add: If Change Orders are granted for time extensions, it is understood and agreed that they are done so upon the agreement of the Owner and Contractor that no claim will be asserted for any alleged increasing costs, either direct, indirect, or impact costs, including, but not limited to, extended overhead, or any wage, material or other escalations associated with such time extension, and such costs are hereby expressly waived.

## ARTICLE 9 - PAYMENTS AND COMPLETION

### 9.3 Applications for Payment

9.3.1: Delete "At least ten days before the date established for each progress payment" and substitute "At least seven days before the date established by the Owner for receipt of each application for payment". Add to end of second sentence "and Consent of Surety, if requested by the Architect or Owner.

9.3.1.1: Delete in its entirety and substitute: Amounts for changes in the Work may be included in applications for payment only after change orders for such changes are fully executed.

9.3.2: Add: Materials stored at the site shall be protected, are not to be removed from the site, are to be properly insured, and are subject to such documentation as the Owner or Architect may require. **No monies will be paid for materials stored off site.**

9.3.4: Add: If reduction in retainer is granted, the Owner shall retain the right to reinstate the full ten percent retainage if the manner of completion of the Work and its progress do not remain satisfactory, if the required level of Project maintenance and cleanliness is not adhered to, or for other good and sufficient reasons. Reductions in retainer are subject to any documentation required by the Owner.

### 9.8 Substantial Completion

9.8.5: Delete second sentence and substitute with: Any reductions in retainage requested

by the Contractor will require certification of the Architect, approval of the Owner, Consent of Surety to Reduction in or Partial Release of Retainage (AIA G707A), as well as other documentation the Owner may require.

9.10 Final Completion and Final Payment

9.10.2: Add: Form of affidavit shall be Contractors Affidavit of Payment of Debts and Claims (AIA G706). Form of Consent of Surety shall be Consent of Surety Company to Final Payment (AIA G707).

ARTICLE 11 - INSURANCE AND BONDS

Add 11.0 General

11.0.1 Insurance requirements are stipulated in Article 11 of the KDE Version of AIA General Conditions A201 and this Article 11 of these Supplementary Conditions.

11.0.2 The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits of any policies. If applicable, Contractor shall diligently coordinate all insurance with the Owner's on-going occupancy during construction, to the end that all required insurance is in place at all times. The Contractor hereby agrees to indemnify and hold the Owner and Architect harmless from any and all claims, demands, actions, and causes of action whatsoever, and any expenses incurred by the Owner and Architect in the defense thereof, arising out of or in any way connected with the failure of the Contractor to maintain any insurance required of him in the Bidding and Contract Documents, including but not limited to the proper scope, amount, form, and endorsements, during the life of the Contract, or thereafter. To this end, the Contractor shall keep all insurance companies advised of any changes in the Work to assure continuous and adequate coverage.

11.1 Contractor's Liability Insurance

11.1.1.1 Add: , including private entities performing work at the site and exempt from coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project. Contractor shall relieve the Owner and the Architect from any costs due to accidents or other liabilities mentioned in Worker's/Workmen's Compensation Acts. If the Contractor is from a state other than where the Project is located, before he begins operations on this Project he shall take whatever measures are necessary to eliminate conflicts regarding which state is responsible for Worker's Compensation claims. Contractor must carry Kentucky Worker's Compensation for this Project.

11.1.1.2 Add: , or persons or entities excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Section;

11.1.2, and 11.1.2.1: Modify coverages as follows: General liability aggregate coverage shall be in the amount of not less than \$2,000,000 and shall apply in total to this Project only. A certified copy of the declarations page for this \$2,000,000 coverage shall be submitted with other insurance requirements. Additionally, excess liability umbrella form shall be provided in the amount of not less than \$5,000,000 per occurrence and aggregate.

11.1.2.1 (4): Add: "for Owner, non-Owner and hired vehicles" and covered by the required excess liability umbrella.

11.1.2.1 (5): Additional Insureds for this Project:  
Owner: Newport Independent Board of Education

11.3 Property Insurance

11.3.1 Delete at the beginning of the first sentence "Unless otherwise provided, the Owner" and substitute "The Contractor." Add to end of last sentence: "...and Robert Ehmet Hayes & Associates, PLLC."

Add: If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

11.3.1.2: Delete this article in its entirety.

11.3.1.3: Substitute "Contractor" for "Owner".

11.3.4: Delete this article in its entirety.

11.3.5: Delete in its entirety.

11.3.6: In the first sentence, substitute "Contractor" for "Owner" and "Owner" for "Contractor". At the end of the last sentence, substitute "Owner" for "Contractor".

11.3.8: Substitute "Contractor" for "Owner"; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "the Owners".

11.3.9: Substitute "Contractor" for "Owner" each time the latter word appears except in the last sentence.

11.3.10: Substitute "Contractor" for "Owner" each time the latter word appears.

ARTICLE 12 – UNCOVERING AND CORRECTION OF WORK

12.2 Correction of Work

12.2.2 After Substantial Completion

12.2.2.1: Add: Owner, Contractor and Architect shall participate in a review of the Project near the end of the one-year correction period of correction to review facility operations and performance, and to make appropriate recommendations on non-conforming and/or work to be corrected. Contractor shall arrange this meeting.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.3 Suspension by the Owner for Convenience

Add: 14.3.3: If the Work is suspended for any cause whatsoever, the Contractor shall be responsible for the Work and shall take such precautions necessary to prevent damage to the Work and persons.

ARTICLE 15 – CLAIMS AND DISPUTES

15.1 Claims

15.1.4 Claims for Additional Cost

Add: No additional compensation beyond the Contract Amount will be paid because of additional costs caused by winter operations. All such winterizing costs shall be included in the Contract Sum.

15.1.5 Claims for Additional Time

Add: 15.1.5.3: Contractor shall include in the Base Bid 15 lost days for weather delays during site work and 25 lost days for weather delays during construction work – a total of 40 lost days. This means Contractor shall include overtime work necessary to gain back lost days on weekends, longer days, etc.

Add: 15.1.5.4 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

Add: 15.1.5.5 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

END OF SUPPLEMENTARY CONDITIONS

## DIVISION 01 - GENERAL REQUIREMENTS

### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SECTION 012900 – PAYMENT PROCEDURES

- A. Schedule of Values: Schedule of Values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work shall show on the latest edition of AIA Document G703, Application and Certificate for Payment Continuation Sheet.
- B. Applications for Payment - Form of all Applications for Payment shall be the latest edition of AIA Document G702, Application and Certificate for Payment, supported by the latest edition of AIA Document G703 Continuation Sheet and is available from the AIA Chapter office in Cincinnati.
- C. Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Include amounts of Change Orders only after they have been fully approved by all necessary parties. Applications must be submitted in duplicate and supported by such documentation as the Owner may require.

Stored materials are not to be removed from the site, are to be properly insured, and are subject to such documentation as the Owner may require. No monies will be paid for materials stored off the site.

If reduction in retainer is granted, the Owner shall retain the right to reinstate the full ten percent retainage if the manner of completion of the Work and its progress do not remain satisfactory, if the required project maintenance/cleanliness level is not adhered to, or for other good and sufficient reasons.

- D. Final Completion and Final Payment: Application for Final Payment and remaining retained percentage shall adhere to all requirements previously set forth for submission of Applications for Payment, as well as be accompanied by the latest edition of Contractor's Affidavit of Payment of Debts and Claims (AIA G706) and such other documentation as the Owner may require.

### 1.3 SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

- A. The Work of this Contract includes coordination of the entire work of the Project. Coordination shall include preparation of schedules and control of site utilization from beginning of construction activity through project close-out and warranty periods.

### 1.4 SECTION 013200 – CONSTRUCTION DOCUMENTATION

- A. Construction Schedule – Contractor shall submit a schedule for construction of the Work.

### 1.5 SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

- A. Pre-existing Conditions Recording – Before starting construction Contractor shall record existing conditions in sufficient detail to sufficiently record preconstruction conditions.

1.6 SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

- A. Comply with industry standards and all applicable laws and regulations of authorities having jurisdiction. Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.
- B. Temporary Utilities: Contractor may use Owner's existing water and electric for construction purposes. Cost of the water consumed (and resulting sanitation charges) and electric current shall be borne by the Owner.
- C. Telephone: Contractor shall provide means to be reached by telephone.
- D. Sanitary Facilities: Contractor may use existing restrooms, provided restrooms are left in a clean and orderly condition after use.
- E. Contractor Parking: Contractor parking shall be limited to areas as directed by Owner. Such arrangements will be confirmed at the Pre-Construction Meeting.
- F. Project Identification and Temporary Signs: No advertisements or signs will be allowed to be displayed on the building or site, except for temporary signs which shall be prepared to provide directional information and safety notices to construction personnel and visitors.
- G. Environmental Protection: The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. Submit matters of interpretation of standards to appropriate administrative agency for resolution before starting Work. The Contractor shall further comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended. In the event of conflict between these requirements and pollution control laws, rules or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

1.7 SECTION 017300 – EXECUTION

- A. Protection and Adjoining Areas: Protect in-place construction to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- B. Repair damage caused by construction operations. Take all precautions necessary to protect the buildings, this Work, and all occupants during the construction period. To extent possible through reasonable control and protection methods, supervise performance of Work in a manner and by means which will ensure that none of the Work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period.

Do not burn waste materials on site or bury debris or excess materials on Owner's property or discharge volatile or other harmful or dangerous materials into drainage systems. Remove waste materials from site and dispose of in a lawful manner.

END OF GENERAL REQUIREMENTS

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Coordination with occupants.
  - 2. Work restrictions.
  - 3. Type of contract
  - 4. Construction sequence
  - 5. Use of premises.
  - 6. Existing conditions
  - 7. Conduct of operations.

#### 1.3 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: Owner will occupy the premises during entire construction period, Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.

#### 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public roads and streets and with other requirements of authorities having jurisdiction.
- B. Existing Utility Interruptions:
  - 1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
- D. Non-Smoking Project Site: Smoking is not permitted on Project site.

- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.
- G. Employee Screening: Contractor shall run background checks of all persons who will be working at the job site. Contractor shall not allow any person with an undesirable result on job site.

#### 1.7 CONSTRUCTION SEQUENCE

- A. Contractor shall prepare his projected Construction Schedule and Sequencing of Operations for review and approval by the Owner at the Preconstruction Conference. Contractor will be required to coordinate work schedule around school activities which will be reviewed at the preconstruction meeting.
- B. Sequence of Operations shall outline Contractor's proposed method of operation, locations of temporary facilities, staging, storage of materials, Contractor's parking, etc. The Owner retains final authority regarding the disposition of these functions. Contractor shall submit his proposed staging area to be approved by the Owner. The Owner retains final authority regarding the disposition of these functions.

#### 1.8 USE OF PREMISES

- A. Use of Site: Limit use of premises and confine construction operations to areas within the Contract limits. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways, and Entrances: Keep driveways, walkways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment onsite.
- B. On a regular basis as needed, pressure wash driveways and roads to remove construction mud and debris.

#### 1.9 EXISTING CONDITIONS

- A. Damage to Existing Conditions: Prior to commencement of operations the Contractor, along with the Owner and the Architect, shall examine existing conditions. Contractor shall videotape all conditions as a record of preconstruction condition. Contractor shall submit videotape with narration as to location to the Architect prior to construction. It shall be the responsibility of the Contractor to rectify any damage.

#### 1.10 CONDUCT OF OPERATIONS

- A. Construction of the Project shall be conducted in conformance with all governing regulations, codes and standards and in a manner to allow persons to safely utilize the existing premises during the construction period. Contractor is solely responsible for contacting authorities to ascertain their requirements in regard to safety and shall pay for same.

Newport High School  
Landscaping at Cafeteria Area

- B. Contractor shall provide fences, barricades, temporary partitions, plans of egress, etc. throughout construction as required to protect persons from injury, and as required by the governing building and fire departments, other governing authorities, and shall pay for same.
- C. Contractor shall maintain fire, police, and other emergency access to all parts of the construction area as acceptable to the fire and police departments having jurisdiction.
- D. At the Preconstruction Conference the Contractor shall:
  - 1. Review his noise abatement program. Contractor will be required to hold noise to a minimum including no radios, power-activated and pneumatic tools, sawing, hammering, etc.
  - 2. Address his code of conduct for workers, which shall include provisions that workers be required to wear shirts, be free of alcohol, drugs, carrying of firearms, smoking, and foul language, not fraternize with patrons or staff. Contractor and Subcontractors shall not employ workers convicted of felony sex crimes. In general, Contractor and his employees shall conduct themselves in a professional manner respecting others.

END OF SECTION 011000

## SECTION 320000 - HARDSCAPE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Halfmark paving stone
- 2. Concourse combo
- 3. Highland stone
- 4. Diamond wall cap
- 5. Medium sand
- 6. Paverbond adhesive
- 7. Highland column block
- 8. Limestone column cap
- 9. Gravel
- 10. Filter fabric
- 11. Treated wood
- 12. Hardware
- 13. Concrete

#### 1.3 INSTALLATION

- A. Design and scope are as outlined on the Drawing.

END OF SECTION 320000

## SECTION 321000 - LANDSCAPE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Topsoil
2. Mulch
3. Herbicide
4. Fertilizer
5. Peatmoss
6. Manure
7. Plant Species (Dogwood, Sweetgum, Cherry Blossom, Liriope, Amsonia, Zelkova, Hydrangea, Arborvitae, Boxwood, Wisteria, Crab, etc. as outlined on the Drawing.

#### 1.3 INSTALLATION

- A. Design and scope are as outlined on the Drawing.

END OF SECTION 321000