rosstarrant architects

Woodford County High School Emergency Structural Repairs

Woodford County Board of Education
Versailles, Kentucky

RTA 2133
BG 22-158

Project Manual

Volume 1 of 1
November 2021

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FOR
Woodford County High School Emergency Structural Repairs
BG # 22-158

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END OF INDEX TO SPECIFICATIONS

SECTION 001115 - ADVERTISEMENT FOR BIDS

Sealed proposals for the following work will be received by the Woodford County Board of Education in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, equipment, services, etc., necessary for the construction of the Woodford County High School Emergency Structural Repairs as set forth in the specifications and as shown on the drawings prepared by RossTarrant Architects, Inc., 101 Old Lafayette Avenue, Lexington, Kentucky 40502.

Bid Submittal: Contractors must submit their bids to the Woodford County Board of Education, 330 Pisgah Pike, Versailles, Kentucky 40383-9214 until: January 20, 2022, 2:00 pm, local time.

Each Proposal shall be submitted on forms contained in the Project Manual. Proposals shall be enclosed in a sealed envelope with the following information on the outside:

Sealed Bid for the:

Woodford County High School Emergency Structural Repairs

No proposal shall be withdrawn for a period of sixty (60) days after the date of bid opening.

Pre-Bid Conference: A pre-bid conference will be held on January 10, 2022 at 2:00 p.m. local time, at the project site. Each bidder is encouraged to visit the site to review field conditions prior to submitting a bid. Masks will be required when in the building.

Addenda: The last date for the Architect to receive items to be addressed in any addenda is January 13, 2022 by 12:00 pm EST. All requests must be submitted to the Architect in writing.

Method of Receiving Bids: Bids will be received from Contractors for a Total Lump Sum Amount. All phases of the work shall be bid to and through the Contractor submitting the proposal. Bid Security in the amount of five (5) percent of each proposal submitted must accompany each Proposal in accordance with the Form of Proposal.

Right to Reject and Waiver: The Owner reserves the right to accept any bid, to reject any or all bids, to waive any informalities in bids received where such acceptance, rejection, or waiver is considered to be in the best interest of the Owner or to reject any bid where evidence or information submitted by the bidder does not satisfy the Owner that the bidder is qualified to carry out the details of the Contract Documents. The Owner's desire to waive irregularities and informalities as to a bid shall be reviewed and final judgment made by the Kentucky Department of Education, Division of Facilities Management, prior to approval of the contract and financing plan.

Plans and Specifications Reviewed: Contract Documents may be examined at the following places:
Woodford County Board of Education, 330 Pisgah Pike, Versailles, Kentucky 40383-9214
Structural Design Group, Inc., 220 Great Circle Road, Suite 106, Nashville, Tennessee 37228

Obtaining Plans and Specifications: Bidders may obtain contract documents from Lynn Imaging, 328 Old East Vine Street, Lexington, Kentucky 40507 (telephone (859) 255-1021), in accordance with the following deposit and charge schedule.

First and Second Set	$75.00 Per Set Refundable
Additional Sets	$75.00 Per Set Non-Refundable

Postage and handling fees shall be paid directly to Lynn Imaging. Deposit checks shall be made payable to RossTarrant Architects, Inc. It is most important that requesting firm identify the position of the firm as to prime bidder, miscellaneous Contractor, material supplier, or other. Please give name, address, telephone number and email address of person responsible for receiving Addenda material and general communication concerning this bidding.

Plans and Specifications must be returned directly to Lynn Imaging within thirty (30) calendar days after the closing date for the receipt of bids, in good condition, otherwise no refund will be made.

General Information: State Wage Rates are not applicable. Conflicts of interest, gratuities and kickbacks are defined in KRS 45A.445 and as provided for in KRS 45A.455 are absolutely prohibited. Preference for resident bidders shall be given as outlined in KRS 45A.90 to 45A.94. The successful bidder must supply a 100% Performance and Payment Bond as outlined in the Project Manual.

Project Location: Woodford County High School, 180 Frankfort Street, Versailles, Kentucky 40383

Project Description: Existing concrete structure that supports two upper bleacher locations in the gymnasium is to undergo structural repairs. Scope includes, but is not limited to, new steel columns, beams and other steel structure, new reinforced concrete column footings, concrete repairs, reworking of existing sprinkler and lighting systems to allow for installation of new work, and moving and storage of existing equipment/furnishings during the course of the work.

END OF SECTION

SECTION 002100 - INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 Refer to the Kentucky Department of Education Version of AIA Document A701-1997.

END OF SECTION

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

Instructions to Bidders

KENTUCKY DEPARTMENT OF EDUCATION
Every Child Proficient and Prepared for SUCCESS

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

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

Instructions to Bidders

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

KENTUCKY DEPARTMENT OF EDUCATION

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

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the 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)

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

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

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

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§ 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.

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§ 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 stationary 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.

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§ **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.

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§ 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.

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§ 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.

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§ 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.

Sample

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SECTION 002114 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

SCOPE

The following Supplemental Instructions to Bidders modify, change, delete from, or add to AIA Document A701-1997 "Instructions to Bidders", Kentucky Department of Education version, which is included herein as a part of the Contract Documents.

ARTICLE 3 - BIDDING DOCUMENTS

Add the following:

3.5 Bids will be received from Contractors for a total lump sum amount. All phases of the work shall be bid to and through the Contractor submitting the proposal.

ARTICLE 4 - BIDDING PROCEDURES

Modify Paragraph 4.2.1 as follows:

"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."

Add to Paragraph 4.3.1:

4.3.1.1 The bidder shall submit the following documents at the time of the bid opening:
Form of Proposal (KDE Document) - Submit one original.
Bid Security - Submit one original.

4.3.1.2 The bidder shall submit the following documents within 1 hour of the bid opening:
Form of Proposal Pages 4 & 5: List of Proposed Suppliers and Manufacturers. An electronic copy is acceptable.
Form of Proposal Pages 6 & 7: Unit Prices. An electronic copy is acceptable.

4.3.1.3 The bidder shall submit the following documents within 24 hours of the bid opening:
Form of Proposal Section 004140: Bidder's Qualifications - Submit one completed form within 24 hours of the bid opening. An electronic copy is acceptable.

4.3.1.4 The bidder shall submit the following documents within 48 hours of the bid opening:
Form of Proposal Section 004145: Identification of Minority and Women Subcontractors and Material Suppliers. An electronic copy is acceptable.

4.3.1.5 The apparent successful bidder may be asked to submit the following document within 24 hours of the bid opening:
Form of Proposal Section 004142: Bidder's Financial Statement - Submit one completed form within 24 hours of the bid opening if requested. An electronic copy is acceptable.

ARTICLE 6 - POST-BID INFORMATION

Add the following paragraphs:

6.3.5 In determining the qualifications of the bidder with regard to the bidder's experience, the bidder is expected to be able to show experience which reflects a similar or equivalent scale, scope and complexity to the project. Qualifying bidders should expect to be able to provide the following:
6.3.5.1 Project experience of at least ten projects with a similar type of construction, directly related to educational function, if possible, within the last five years.

ARTICLE 9 - PUBLIC WORKS ACT (REFERENCE KRS 337.550)

Delete Article 9.1 Labor Regulations in its entirety. Kentucky prevailing wage rates will not apply to this project.

Delete Article 9.2 David-Bacon Act Provisions in its entirety. Federal prevailing wage rates will not apply to this project.

END OF SECTION

BG No. 22-158

Date: ____________________________ To: (Owner) Woodford County Board of Education

Project Name: Woodford County High School Emergency Structural Repairs Bid Package: NA (GC)

City, County: Versailles, Woodford County, Kentucky

Name of Contractor: ____

Mailing Address: ____

Business Address: ____Telephone:_____________________

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 from the Base Bid)
Alt. Bid No. 1				☐
Alt. Bid No. 2				☐
Alt. Bid No. 3				☐
Alt. Bid No. 4				☐
Alt. Bid No. 5				☐
Alt. Bid No. 6				☐
Alt. Bid No. 7				☐
Alt. Bid No. 8				☐
Alt. Bid No. 9				☐
Alt. Bid No. 10				☐

A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for Alternate Bids to this document.

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.

	BRANCH OF WORK (to be filled out by the Architect)	SUBCONTRACTOR (to be filled out by the contractor)
1.	Cast-In-Place Concrete	
2.	Structural Steel	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

	BRANCH OF WORK (to be filled out by the Architect)	**SUBCONTRACTOR** (to be filled out by the contractor)
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
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39.		
40.		

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 one (1) hour of the bid.

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	**SUPPLIER** (to be filled out by the Contractor)	**MANUFACTURER** (to be filled out by the Contractor)
1.	Concrete		
2.	Structural Steel		
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
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40.			

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 within one (1) hour of the bid.

	WORK (to be filled out by the Architect)	PRICE / UNIT (to be filled out by the Contractor)	UNIT (to be filled out by the Contractor)
1.	Reinforced concrete in-place footings (hand excavated)		/CY
2.	Reinforcing steel in-place		/TON
3.	Structural Steel (W-, HSS- shapes), Erected		/LB
4.	Miscellaneous Steel (C-, L- shapes), Erected		/LB
5.	Expansion anchor, installed		/EA
6.	Epoxy Crack Repair		/LF
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			

	WORK (to be filled out by the Architect)	**PRICE / UNIT** (to be filled out by the Contractor)	**UNIT** (to be filled out by the Contractor)
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			

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.

	SUPPLIER (to be filled out by the Contractor)	**PURCHASE ORDER DESCRIPTION** (to be filled out by the Contractor)	**PURCHASE ORDER AMT.** (to be filled out by the Contractor)
1.	**NA**	**NA**	**NA**
2.	**NA**	**NA**	**NA**
3.	**NA**	**NA**	**NA**
4.	**NA**	**NA**	**NA**
5.	**NA**	**NA**	**NA**
6.	**NA**	**NA**	**NA**
7.	**NA**	**NA**	**NA**
8.	**NA**	**NA**	**NA**
9.	**NA**	**NA**	**NA**
10.	**NA**	**NA**	**NA**
11.	**NA**	**NA**	**NA**
12.	**NA**	**NA**	**NA**
13.	**NA**	**NA**	**NA**
14.	**NA**	**NA**	**NA**
15.	**NA**	**NA**	**NA**
16.	**NA**	**NA**	**NA**
17.	**NA**	**NA**	**NA**
18.	**NA**	**NA**	**NA**
19.	**NA**	**NA**	**NA**

	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
20.	NA	NA	NA
21.	NA	NA	NA
22.	NA	NA	NA
23.	NA	NA	NA
24.	NA	NA	NA
25.	NA	NA	NA
26.	NA	NA	NA
27.	NA	NA	NA
28.	NA	NA	NA
29.	NA	NA	NA
30.	NA	NA	NA
31.	NA	NA	NA
32.	NA	NA	NA
33.	NA	NA	NA
34.	NA	NA	NA
35.	NA	NA	NA
36.	NA	NA	NA
37.	NA	NA	NA
38.	NA	NA	NA
39.	NA	NA	NA
40.	NA	NA	NA
41.	NA	NA	NA
42.	NA	NA	NA
43.	NA	NA	NA
44.	NA	NA	NA

	SUPPLIER (to be filled out by the Contractor)	**PURCHASE ORDER DESCRIPTION** (to be filled out by the Contractor)	**PURCHASE ORDER AMT.** (to be filled out by the Contractor)
45.	**NA**	**NA**	**NA**
46.	**NA**	**NA**	**NA**
47.	**NA**	**NA**	**NA**
48.	**NA**	**NA**	**NA**
49.	**NA**	**NA**	**NA**
50.	**NA**	**NA**	**NA**

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.

SECTION 004140 - BIDDER'S QUALIFICATION

PART 1 GENERAL

1.01 BIDDER'S QUALIFICATION

Company Name:_________________________

Mailing Address:

____

____

____

Shipping Address:

____

____

____

Telephone: _________________________

Fax Number: _________________________

Email (if applicable): _________________________

Projects completed within the last five (5) years with a similar type of construction, directly related to educational function, if possible:

____$ ____________________

Owner: ___________________________________Telephone: ____________________

____$ ____________________

Owner: ___________________________________Telephone: ____________________

____$ ____________________

Owner: ___________________________________Telephone: ____________________

____$ ____________________

Owner: ___________________________________Telephone: ____________________

____$ ____________________

Owner: ___________________________________Telephone: ____________________

We now have the following jobs under contract and bonded:

____$ ____________________
____$ ____________________
____$ ____________________
____$ ____________________
____$ ____________________
____$ ____________________
____$ ____________________
____$ ____________________

Personnel: The superintendent on site for the project is scheduled to be:

____.

The project manager in the office for the project is scheduled to be:

____.

END OF SECTION

SECTION 004142 - BIDDER'S FINANCIAL STATEMENT

PART 1 GENERAL

1.01 BIDDER'S QUALIFICATIONS

The Bidder's Qualifications together with the attached affidavit are required by the conditions of the Invitation to be executed and submitted within 24 hours as part of the Proposal if requested.

A. A permanent place of business is maintained at: ______________________________

____

B. The following construction Plant and Equipment will be made available for use of this Contract:

____

____

C. Adequate finances are possessed as indicated: (Note: A prepared Company certified financial statement may be substituted in lieu of the following.)

Conditions at close of business______________________________, 20__________

1.02 ASSETS

A. Cash in bank and on hand $__________________

B. Receivable Notes, Accounts, Money Earned, Interest, Guarantee Loan $__________________

C. Stocks and Bonds $__________________

D. Real Estate, Furniture and Fixtures, and Materials $__________________

E. Equipment (After depreciation) $__________________

F. Other Assets (Name) $__________________

Total Assets: $__________________

1.03 LIABILITIES

A. Payable Notes, Accounts, Interest, Loans $__________________

B. Real Estate Encumbrances $__________________

C. Other Encumbrances (Name) $__________________

D. Reserves $__________________

E. Capital Stock Paid Up (All Classes) $__________________

F. Surplus - Net Worth $__________________

In addition to the foregoing, a complete and detailed certified financial statement will be furnished if required.

In the event the Contract is awarded the undersigned, surety bonds will be furnished by:

____

(Surety Company)

Signed:____________________________________

(Representative of Surety Company)

Agent:____________________________________

Address:____________________________________

____

END OF SECTION

SECTION 004145 - IDENTIFICATION OF MINORITY AND WOMEN SUBCONTRACTORS AND MATERIAL SUPPLIERS

PART 1 GENERAL

1.01 SUBMITTAL DATA

A. The utilization of minority and women subcontractors and material suppliers is encouraged and supported, whenever possible, on public school projects. The bidder and contractor should make full efforts to locate minority- and women-owned business persons.

B. The apparent successful bidder shall submit this form, along with required attachments, within 48 hours of the Bid Opening.

C. For assistance in identifying subcontractors and material suppliers, bidders may contact the Kentucky Office for Minority Business Enterprises, mwbe.ky.gov, Phone (502) 564-8099 or the Office of Equal Opportunity, Contract Compliance, finance.ky.gov, Phone (502) 564-2874.

D. Minority and women subcontractors and material suppliers to hold subcontracts on this project:

Company Name	City/State	Certified MWBE
		Yes/No
		Yes/No
		Yes/No
		Yes/No
		Yes/No
		Yes/No
		Yes/No
		Yes/No
		Yes/No
		Yes/No

E. Bidder must attach to this Form of Proposal a list of all minority and women subcontractors and material suppliers contacted in order to prepare a bid.

END OF SECTION

SECTION 005200 - CONTRACT AGREEMENT FORM

FORM OF GENERAL CONDITIONS

1.01 Refer to Kentucky Department of Education Version of AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

END OF SECTION

Kentucky Department of Education Version of AIA® Document A101™ – 2007

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

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EDUCATION
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Cite this document as "AIA Document A101™–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum — KDE Version," or "AIA Document A101™–2007 — KDE Version."

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Kentucky Department of Education Version of AIA® Document A101 – 2007

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

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

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

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

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

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

The Owner and Contractor agree as follows.

KENTUCKY DEPARTMENT OF EDUCATION

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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 a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be 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 and other security interests, the Owner's time requirement shall be as follows:

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

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§ 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 Work	Substantial Completion Date

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

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

($), 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

($), subject to additions and deductions 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)	$

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§ 4.2 The Contract Sum is based upon 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
	Total of Alternates	

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state 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)

§ 4.4 Allowances included in the Contract 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

Sample

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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

State law (KRS 371.405) requires the Owner to pay undisputed Applications for Payment within forty-five (45) business days following receipt of the invoices. If the Owner fails to pay the Contractor within forty-five (45) business days following receipt of an undisputed Application for Payment, state law requires the Owner shall pay interest to the Contractor beginning on the forty-sixth business day after receipt of the Application for Payment, computed at the rate required by state law.

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

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

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

- **.1** Take that portion of the 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 Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction — KDE Version;
- **.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- **.3** Subtract the aggregate of previous payments made by the Owner; and
- **.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007 — KDE Version.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 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 the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
  (Section 9.8.5 of AIA Document A201–2007 — KDE Version requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

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.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 AIA Document A201–2007 — KDE Version.

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

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

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007 — KDE Version, and to satisfy other requirements, if any, which extend beyond final payment;
.2 a final Certificate for Payment has been issued by the Architect; and
.3 the Contractor provides the Owner with affidavits that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, and with Consent of Surety for final payment.

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 A201–2007 — 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.)

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§ 6.2 BINDING DISPUTE RESOLUTION
For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007 — 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 A201–2007 — KDE Version

☐ Litigation in a court of competent jurisdiction where the Project is located

☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007 — KDE Version.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007 — KDE Version.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 — 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 such rate 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.
(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)

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor — KDE Version.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction — 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

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§ 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:
(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:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following

.2 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 — 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 A201–2007 – KDE Version.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007 – 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 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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SECTION 005410 - PERFORMANCE & PAYMENT BOND

FORM OF GENERAL CONDITIONS

1.01 Refer to the AIA Document A312, Performance & Payment Bond, 2010

END OF SECTION

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)*

Signature: ______________________
Name
and Title:

SURETY
Company: *(Corporate Seal)*

Signature: ______________________
Name
and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

KENTUCKY DEPARTMENT OF EDUCATION

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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.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

§ 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.

Sample

(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:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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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)*

Signature: ______________________
Name
and Title:

SURETY
Company: *(Corporate Seal)*

Signature: ______________________
Name
and Title:

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

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

KENTUCKY DEPARTMENT OF EDUCATION

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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.

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§ 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.

Sample

(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:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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SECTION 007200 - GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.01 Refer to the Kentucky Department of Education Version of AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition.

END OF SECTION

Kentucky Department of Education Version of AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

KENTUCKY DEPARTMENT OF EDUCATION

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), 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 a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's 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 the Owner and by separate contractors.

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ **1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's 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 Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 2.2 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.

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§ **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.

§ 2.3 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 Architect's 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. 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 Contractor shall perform the Work in accordance with the Contract Documents.

§ **3.1.3** 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 Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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

§ **3.2.2** 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for

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information in such form as the 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the 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 instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. 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 or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work 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 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 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

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

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

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

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

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

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

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§ 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 through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect 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 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 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 to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 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 shall be available to the Architect and shall be delivered to the Architect 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.

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§ 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from 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 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 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

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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
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.

§ 3.14 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 or separate 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 or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor 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 may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work
The Contractor shall provide the Owner 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 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 or Architect. 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.

§ 3.18 Indemnification
§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, 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 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

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ARTICLE 4 ARCHITECT

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment, and, at the discretion of the Owner may be the Owner's representative during the one-year period for correction of Work described in Section 12.2. The 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. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 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 (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications 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 Architect about matters arising out of or relating to the Contract. 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 separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance

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with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the 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.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The 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.

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the 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 a separate contractor or subcontractors of a separate contractor.

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work
§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design)

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proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the 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 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 or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner 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 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 the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. 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.

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ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate 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 separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, 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 and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect 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 or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 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 or separate contractors as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and 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.

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§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner 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 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

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .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 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.

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 not to exceed fifteen (15%) of the net cost of the change. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 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 Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 7.4 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 signed by the Architect 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

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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 or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for 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.

ARTICLE 9 PAYMENTS AND COMPLETION
§ 9.1 Contract Sum
The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values
Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment
§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect 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 or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage as stipulated in Section 9.3.4.

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or 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

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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.

§ 9.3.4 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 Section 9.8. herein. 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.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials 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.

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§ **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 withholds certification for payment under Section 9.5.1.3, 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 Architect 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, the Owner shall make payment in the manner and within the time provided in the Contract Documents or as required by state law, whichever is more restrictive, and shall so notify the Architect.

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

§ **9.6.3** The Architect 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 Architect and Owner 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 nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after 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 Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately 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 that 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

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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 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 Contractor's list, the Architect 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 Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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

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

§ 9.9 Partial Occupancy or Use

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, 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 receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and 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 Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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.1 Upon receipt and approval of the final Application for Payment, for each Contract and Purchase Order, if any, the Architect will prepare, and the 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 (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 Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 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.

§ 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; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 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 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner 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 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 the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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§ **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."

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§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. 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 on account of revised limits or claims paid under the General Aggregate, or both, 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 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 Architect's and Contractor'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

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

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. 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.

§ 11.3.7 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 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 they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner 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.

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§ 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, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions 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.

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 a separate contractor 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 Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's 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

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Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate 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.

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§ 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, 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 there under, 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 Architect timely notice of when and where tests and inspections are to be made so that the 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 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 Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, 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 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 Architect.

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

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 Termination by the Contractor
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any

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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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor 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 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 and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause
§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors 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, 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 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

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may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted 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 the Contract.

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

§ 14.4.2 Upon receipt of 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 Architect, if the 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 Architect will prepare Change Orders and issue Certificates 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 10.4.

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§ 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, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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§ 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.

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§ 15.4.4 Consolidation or Joinder

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

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

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

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SECTION 007300 - SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 007200 - General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.

B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 DEFINITIONS

A. The term "OWNER" as used throughout these documents means the Woodford County Board of Education.

B. The term "ARCHITECT" as used throughout these documents means RossTarrant Architects, Inc., 101 Old Lafayette Avenue, Lexington, Kentucky 40502.

C. The terms "PLANS" and "DRAWINGS" are used interchangeably and are construed to have the same meaning.

1.03 GENERAL

A. These specifications and drawings accompanying them describe the work to be done and the materials to be furnished for the construction of the project.

B. The Contractor and each Subcontractor shall verify all measurements at the site before ordering any materials or doing any work. No additional compensation shall be allowed due to any discrepancy indicated and actual dimensions. The Contractor shall promptly notify the Architect of any dimensional discrepancies and shall obtain the direction of the Architect before proceeding with the Work.

C. 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.

D. The Kentucky Fairness in Construction Act, KRS371.400 to KRS 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.

E. 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 Subcontractor for the duration of the contract.

F. By signing any Change Order/Application and Certificate of Payment, the Contractor indicates his agreement therewith, including any adjustment in the Contract Sum or Contract Time and waives any and all claims for additional compensation or Contract time against either the Owner or the Architect for work associated with the Change Order/Application and Certificate of Payment. The Contractor expressly agrees that the Architect shall be deemed a Third Party Beneficiary of this provision.

1.04 ARCHITECT'S STATUS

A. The Architect is the agent of the Owner during construction and until final payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Architect has authority to reject work which does not conform to the Contract Documents.

1.05 ARCHITECT'S WORK PRODUCT

A. 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 is hereby expressly disclaimed.

1.06 ADMINISTRATION OF THE CONTRACT

A. The Architect will perform certain administrative functions of the construction contract. Nothing contained in these contract documents, not any other oral or written agreements, memoranda, or communications shall create any express or implied contractual relationship between the Architect and the Contractor.

B. 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.

C. The Architect makes no express or implied representations of guaranteeing the Contractor's work.

D. 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.

1.07 INDEMNIFICATION

A. The Contractor shall hold harmless and indemnify the Architect, employees, officers, agents and consultants from all claims, loss, damage, actions, causes of actions, expense and/or liability resulting from, brought for, or an account of any personal injury or property damage received or sustained by any person, persons, (including third parties), or any property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from the negligence of the Contractor, any Subcontractor, any employee, agent or representative.

B. 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.

1.08 WORKMANSHIP

A. 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.

B. The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage or other labor disturbance.

C. If the Work is to be performed by trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the owner and without recourse to the Architect or the Owner any conflict between the Contract Documents and any agreements or regulations of any kind in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.

D. In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

1.09 DRAWINGS AND SPECIFICATIONS

A. 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 grounds that the party prepared or drafted the document, or any portion thereof.

B. 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.

C. If there is 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.

D. The work under this contract does not include any items marked N.I.C. on the drawings (not in contract).

E. Division of Specifications into sections is done for convenience of reference and 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.

F. The Contractor's failure to report in writing to the Architect and Owner errors, omissions or inconsistencies in the Contract Documents within ten (10) days of the Contractor's Discovery of same shall operate as a waiver of any claim or defenses by the Contractor arising from those errors, omissions or inconsistencies.

1.10 ALLOCATION OF WORK

A. Where certain materials are specified to be installed under various headings, it shall be the responsibility of the General Contractor to re-allocate such work under the proper subcontractor if the specification is in conflict with the local jurisdiction.

1.11 OWNER'S RIGHT TO STOP THE WORK

A. If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause of such order has been eliminated.

1.12 NOTICE AND SERVICE THEREOF

A. 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 work.

1.13 CODES AND ORDINANCES

A. 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.

1.14 DELAYS AND EXTENSION OF TIME

A. In addition to the terms stated in Articles of the General Conditions, the following items apply to delays and extension of time.

1. It is agreed that time is of the essence for each and every portion of this Contract and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. An extension of time shall not be cause for extra compensation under the Contract. The Contractor may be granted an extension of time and/or relief from liquidated damages when the delay in completion of the Work is due to:
   a. Any preference, priority, or allocation order duly issued by the government;
   b. 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.
2. Claims for extensions of time and/or relief from liquidated damages, except for weather related claims, must be made in writing not later than twenty-one (21) calendar days after the beginning of the delay. Claims for extension of time due to unusual inclement weather shall be made in writing not later than the tenth day of the month following the month in which the delay occurred.
3. Claims for extensions of time or relief from liquidated damages shall be stated in numbers of whole or half calendar days. The actual dates on which delay(s) occurred must be stated. In case of claims, extension of time shall be granted only because such unusual inclement weather prevented the execution of critical items of the work.

B. Any claim for extension of time for strikes or lockouts shall be supported by a citation of facts concerning the strike, including, but not limited to, the dates, the craft concerned, the reason for the strike, efforts to resolve the dispute, and efforts to minimize the impact of the strike on progress.

C. Any claims for extension of time for delays in transportation or for failures of suppliers shall be supported by a citation of facts demonstrating that the delays are beyond the Contractor's control, including, but not limited to, his efforts to overcome such delays.

D. The time extensions for changes in the Work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The Change Order granting the time extension may provide the Contract Completion Date will be extended only for those specific elements so delayed and that the remaining Work will not be altered or may further provide for an equitable readjustment of liquidated damages pursuant to the new Contract completion dates.

1.15 TIMES FOR COMPLETION

A. Anticipated Date of Contract Award: January 26, 2022. Construction may begin on site on March 14, 2022, but shop drawings may be submitted/approved immediately following contract award.

B. Substantial Completion. Subject to the conditions of Article "Delays and Extensions of Time" of the General Conditions, the total work to be done under this combined construction contract shall be commenced upon execution of the contract agreement and shall be substantially completed no later than June 6, 2022.

C. Final Completion. Subject to the conditions of Article "Delays and Extensions of Time" of the General Conditions, the total work to be done under this combined construction contract shall be fully completed in phases no later than within thirty (30) consecutive calendar days from the Date of Substantial Completion .

D. The date of Final Completion for each phase shall be as indicated in the Owner-Contractor Agreement and the work is complete and all Contract requirements have been fulfilled by the Contractor.

1.16 LIQUIDATED DAMAGES

A. It is mutually understood and agreed by and between parties of this contract, in execution of same, that time is of essence of the contract. In the event that the Contractor fails to substantially complete work to be performed under this contract by and at applicable completion time as identified in Article -

Times for Completion, including any extension of time granted, Contractor shall pay to Owner $150.00 per consecutive calendar day for each additional day because of delay in completing as amended above as for liquidated damages, such as Owner's increased overhead and cost of additional architectural supervision and not as a penalty, for each and every calendar day, that Contractor shall be in default.

B. Liquidated damages will be waived for and during extent of delay caused by Contractor's inability to obtain material or equipment by reasons such as Federal embargoes, priority orders, or other restrictions imposed by the United States Government, provided that adequate evidence is presented by Contractor to prove such delay and enable Owner to determine with exactness the extent and duration of such delay for each item of material and equipment involved.

C. Owner shall have right to deduct liquidated damages from money in its hands otherwise due, or to become due, to Contractor or to sue for and recover compensation for damages for non-performance of this Contract at time stipulated herein.

D. As actual damages for any delay in completion are impossible to determine, the Contractors and their sureties shall be liable for and shall pay to the Owner the sum of $150.00 per day as fixed, agreed, and liquidated damages for each calendar day of delay past 30 days past substantial completion, the work reaches Final Completion.

1.17 PUNCH LIST OBSERVATIONS

A. At the time of substantial completion, the Architect shall prepare a list of deficient work items. The Contractor shall have thirty days to complete this list and achieve final completion, notifying the Architect once items are complete and ready to be verified. Should the Architect perform site observations to verify completion of these items more than two times, the Contractor shall be responsible for payment to the Architect for additional site visits, at a rate of $100.00 per hour plus travel expenses. Time charged by the Architect shall include travel time, time on-site, and time in office preparing follow-up documentation.

1.18 ORDERING MATERIALS

A. Immediately following award of contract for this work, Contractor shall determine the source of supply for all materials and length of time required for their delivery, including materials of subcontractors, and order shall be placed for such materials promptly.

B. If, for any reason, any items specified will not be available when needed and the Contractor can show that he has made a reasonably persistent effort to obtain the items in question, the Architect is to be notified in writing within forty-five (45) days after the Contract is signed, and he will either determine a source of supply or arrange with the Owner for appropriate substitution within terms of Contract; otherwise, the Contractor will not be excused for delays in securing material specified and will be held accountable if completion of the building is thereby delayed.

1.19 HAZARDOUS MATERIALS

A. The Contractor is hereby advised that RossTarrant Architects, Inc. is not a professional consultant in the determination of the presence of hazardous materials in any form, including, but not limited to, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In addition, RossTarrant Architects, Inc. is not a design professional involved with making recommendations regarding the removal or encapsulation of hazardous materials in any form.

B. If the work which is to be performed under this contract interferes in any way with existing components which contain hazardous materials, it shall be Contractor's responsibility to contact the Owner or Owner's Environmental Consultant regarding the proper means and methods to be utilized in dealing with the hazardous materials.

C. By execution of the contract for construction, the Contractor hereby agrees to bring no claim for negligence, breach of contract, indemnity, or otherwise against the Architect, its principals, employees, agents, and consultants if such claim in any way would involve the investigation of, or any work related to hazardous materials in any form at the project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. By execution of the contract for construction, the Contractor further agrees to defend, indemnify, and hold the Architect and his principals, employees, agents and consultants harmless from any such claim related to hazardous materials that may be brought by the Contractor's Subcontractors, Suppliers, or other third parties who may be acting under the direction of the Contractor pursuant to this project.

1.20 INSURANCE AND BONDS

Refer to Article 11.4.1 of the General Conditions. Modify the paragraph as follows:

"11.4.1 Unless otherwise provided, when the Contract Sum exceeds one hundred thousand ($100,000) 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."

A. In no event shall any failure of the Owner or Architect to receive certified copies or certificates of policies required or to demand receipt of such certified copies or certificates prior to the Contractor commencing the Work be construed as a waiver by the Owner or the Architect of the Contractor's obligations to obtain insurance pursuant to requirements. The obligation to procure and maintain any insurance required is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.

B. If the Contractor fails to purchase and maintain, or require to be purchased and maintained, any insurance required, Owner may, but shall not be obligated to, upon five (5) days' written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

C. When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

D. Within ten (10) days of the filing of a mechanics' or materialmen's lien on the Project real estate or funds, Contractor shall at its expense furnish a bond or bonds in accordance with the appropriate statutes satisfactory for the release of or otherwise obtain the release of any mechanics' and materialmen's liens filed against the Project real estate or funds by any of Contractor's employees, subcontractors, suppliers, agents, consultants or anyone claiming through any of them. If the Contractor fails to furnish a bond within ten (10) days, the Owner may provide the bond and back charge all costs, including attorneys' fees, costs or expenses incurred as a result of a lien filed or asserted against Owner's property.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 011000 - SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Woodford County High School Emergency Structural Repairs.

B. Owner's Name: Woodford County Board of Education.

1.02 OWNER OCCUPANCY

A. Owner intends to occupy the building during constructon.

B. Owner intends to occupy the completed work upon Substantial Completion.
   1. Contractor shall coordinate work and deliveries to avoid traffic complications with the Owner.
   2. All utility outages affecting adjacent buildings are to be scheduled with the Owner at last 48 hours before outage.
   3. The Contractor shall have access to the school and may complete construction from 7:00 am through 3:30 pm on weekdays.
   4. School will be in session during at least part of the construction period. The Contractor shall conduct construction activities such that the gym floor may be used throughout construction.
   5. A school calendar is available at the District's website, located here: http://www.woodford.k12.ky.us/

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy of the adjacent campus.

1.03 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings. Do not disturb portions of the site beyond the areas in which the Work is indicated.
   1. Locate and conduct construction activities in ways that will limit disturbance to site.

B. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Others.
   3. Work by Owner.

C. Provide access to and from site as required by law.
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

D. Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

E. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to these areas. If additional storage is necessary, obtain and pay for such storage off site.

F. Existing building spaces may not be used for storage.

G. The General Contractor shall conduct all his work, and the work of his subcontractors, without interruption of the business of the adjacent campus.

H. During school hours, Contractor maintains responsibility for noise abatement. No radios will be allowed and use of power-actuated and pneumatic tools, sawing, hammering, etc. should be limited as much as possible.

I. Workers shall abide by a code of conduct to include wearing shirts at all times. Alcohol, smoking, drugs, firearms, foul language, and fraternizing with staff is strictly prohibited.

J. The Contractor shall be responsible for ensuring no Contractor employee or subcontractor on its behalf appears on the school property who has been charged or convicted of a sex crime or violent crime like those covered in KRS 160.380(3) or KRS 17.545.

END OF SECTION

SECTION 013324 - STRUCTURAL SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Structural submittals include shop drawings, diagrams, illustrations, schedules, performance charts, nomenclature charts, samples, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier, fabricator, or distributor and which illustrate some portion of the Project.

1.02 RELATED SECTIONS

A. Division 1 Sections

1.03 SUBMITTAL PROCEDURES

A. Submittals shall be accompanied by a transmittal letter with the following information:
   1. Project name.
   2. Contractor's name.
   3. Date submitted.
   4. Description of items submitted; identify Work and product by Specification Section.
   5. Number of drawings and other pertinent data.

B. Provide blank space on each submittal for the Architect/Structural Engineer's review stamp.

C. The type and number of submittals for each item shall be in accordance with Section 013300.

D. Contractor shall direct specific attention on the submittal to any deviation from the Construction Documents.

1.04 CONTRACTOR RESPONSIBILITY

A. Contractor shall make all submittals in advance of installation or construction to allow the Architect/Structural Engineer sufficient time for review.

B. Contractor shall review all submittals and shall stamp and sign each sheet of shop drawings and product data and sign each sample to certify compliance with requirements of Construction Documents. SUBMITTALS RECEIVED WITHOUT THE CONTRACTOR'S STAMP OF REVIEW WILL BE RETURNED TO THE CONTRACTOR FOR REVIEW AND RESUBMITTAL.

C. Contractor shall understand that the submittal of the required documents does not constitute compliance with the requirements of the Construction Documents; only submittals reviewed by the Architect/Structural Engineer constitute compliance.

D. It is the Contractor's responsibility to furnish equipment, materials, and labor for the Project which meets the requirements of the codes and authorities quoted as well as the Construction Documents. Proprietary items specified herein only establish a minimum functional and aesthetic standard and it is incumbent upon the Contractor to ascertain conformance of these proprietary items or any proposed substitution with the codes and authorities.

E. By reviewing, approving and submitting shop drawings, product data, or samples, Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, member sizes catalog numbers, and similar data and that he has checked and coordinated shop drawings with the requirements of the Project and of the Construction Documents.

F. Work requiring shop drawings, whether called for by the Construction Documents or requested by the Contractor, shall not commence until the Architect/Structural Engineer has reviewed the submission. Work may commence if the Contractor verifies the accuracy of the Architect/Structural Engineer's corrections and notations and complies with them without exception and without requesting change in Contract Sum or Contract Time.

1.05 ARCHITECT / STRUCTURAL ENGINEER REVIEW

A. Architect/Structural Engineer will review submittals with reasonable promptness.

B. Architect/Structural Engineer's review or corrections refer only to the general arrangement and conformance of the subject of the submittals with the design concept of the Project and with the information given in the Construction Documents. Under no conditions should the Contractor consider the review to include the dimensions, quantities, and details of the items nor the approval of an assembly in which the item functions.

C. Architect/Structural Engineer's review shall not relieve the Contractor from responsibility for errors or omissions in the submittals.

D. Architect/Structural Engineer's review of submittals shall not relieve the Contractor of responsibility for any deviation from the requirements of the Construction Documents unless the Contractor has directed specific attention to the deviation at the time of submission and the Architect/Structural Engineer has given written approval to the specific deviation.

E. Architect/Structural Engineer's review of submittals shall not be construed as authorizing any change in the Contract Sum or Contract Time.

1.06 SHOP DRAWINGS

A. Present in a clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number and detail of Construction Documents.

B. Reproduction of Structural Drawings for shop drawings is not permitted. Electronic drawing files will not be provided to the Contractor.

C. Identify field dimensions; show relationship to adjacent or critical features of Work or products.

D. A copy of the marked structural shop drawings with the Architect/Structural Engineer's review stamp is to be maintained at the job site.

1.07 PRODUCT DATA

A. Submit only pages that are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.

B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information that is not applicable.

C. Provide manufacturer's preparation, assembly, and installation instructions.

1.08 SAMPLES

A. Submit full range of manufacturer's standard finishes, except where more restrictive requirements are specified, indicating colors, textures, and patterns.

B. Submit samples to illustrate functional characteristics of products, including parts and attachments as required by Architect/Structural Engineer.

C. Approved samples that are of proper size may be incorporated in Work.

D. Label each sample with identification.

E. Field Finishes: Provide full samples at Project, at location acceptable to Architect/Structural Engineer, as required by individual Specification Section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed Work.

1.09 RESUBMITTALS

A. When submittals are returned to the Contractor with the Architect/Structural Engineer's corrections the Contractor shall make the required corrections. Upon request, resubmit one corrected set.

B. Contractor shall direct specific attention on the resubmittal to all revisions including those requested by the Architect/Structural Engineer on previous submission.

1.10 DISTRIBUTION

A. Distribute reproductions of shop drawings, copies of product data, and samples which bear the Architect/Structural Engineer's review stamp to job site file, Record Documents file, subcontractors, suppliers, other affected contractors, and other entities requiring information.

B. Work shall be in accordance with and performed from the reviewed drawings.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 013324

SECTION 013800 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Price and Payment Procedures.

B. Unit Prices.

C. Administrative Requirements.

D. Construction Progress Schedule.

E. Construction Progress Reports.

F. Submittal Procedures.

G. Quality Requirements.

H. Product Requirements.

I. Execution and Closeout Requirements.

J. Closeout Submittals.

1.02 RELATED REQUIREMENTS

A. General Conditions, Special Conditions and Supplementary Conditions.

B. Section 011000 – Summary of Work.

C. Section 015000 – Temporary Facilities and Controls.

1.03 PRICE AND PAYMENT PROCEDURES

A. Schedule of Values:
   1. Form to be used: Use AIA Document G703 Continuation Sheets as form for Applications for Payment. If another form is used, the format must be consistent with AIA Document G703.
   2. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
   3. Forms filled out by hand will not be accepted.
   4. Revise schedule to list approved Change Orders, with each Application For Payment.

B. Applications for Progress Payments:
   1. Payment Period: Submit at intervals of once per month.
   2. Form to be used: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment. If another form is used, the format must be consistent with AIA Document G702 and AIA Document G703.
   3. Form Completion: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
   4. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
   5. Forms filled out by hand will not be accepted.
   6. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
   7. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
   8. Stored Materials: If payment is required on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Contractor must provide the following documents:

a. A list of materials consigned to the Project (which shall be clearly identified), giving the place of storage, together with copies of invoices.
b. Certification that all items have been tagged for delivery to the Project and that they will not be used for any other purpose.
c. Evidence of adequate insurance covering the material in storage off-site, listing the Owner as an additional insured.
d. Evidence that representatives of the Architect and/or Owner have visited the Contractor's place of storage and checked all items on the Contractor's Certificate.
    1) Materials must be stored within a thirty minute travel time from either the project site or the Architect's place of business to be checked by the Architect's forces. If the Contractor desires to receive payment for materials stored outside of these travel parameters, then the Contractor may make a separate agreement with the Architect to pay their personnel at the firm's standard hourly rates, plus travel expenses, to verify stored materials.

C. Modification Procedures:
1. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor by Field Order.
2. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
3. Substantiation of Costs: Provide full information required for evaluation.
    a. Provide following data:
        1) Quantities of products, labor, and equipment.
        2) Taxes, insurance, and bonds.
        3) Overhead and profit.
        4) Justification for any change in Contract Time.
        5) Credit for deletions from Contract, similarly documented.
4. Contractor shall submit an updated construction schedule that indicates the effect of the change, including but not limited to changes in activity duration, start and finish times, and activity relationship.
5. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
    a. Change Orders modifying the contract amount by less than $25,000.00 may be approved and executed by the Local Board of Education. Since the Local Board of Education typically meets on a monthly schedule, this approval could take as long as one month after the Contractor returns the signed documents to the Architect.
    b. Change Orders modifying the contract amount by more than $25,000.00 cannot be executed by the Local Board of Education without prior approval from the Kentucky Department of Education. These Change Orders are to be approved by the Contractor and Architect, and then submitted to the Local Board of Education where they will be accepted. With acceptance from the Local Board of Education, they will then be submitted to the Kentucky Department of Education. Upon approval from the Kentucky Department of Education, Change Orders may be executed by the Owner, and then and only then do they become a part of the Contract Documents.
    c. Time for obtaining formal Change Order approval shall not be used as a claim for extending the construction period. Both the Architect and the Owner shall perform their responsibilities in a reasonable amount of time, but shall not be responsible for delays in the construction schedule.

D. Application for Final Payment:
1. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
2. Application for Final Payment will not be considered until the following have been accomplished:
    a. All closeout documentation required by materials specifications sections.

b. Evidence of completion of Project closeout requirements].
c. AIA Document G707, Consent of Surety to Final Payment.
d. AIA Document G706, Contractor's Affidavit of Payment of Debts & Claims
e. AIA Document G706A, Contractor's Affidavit of Release of Liens
f. Evidence that claims have been settled.

1.04 UNIT PRICES

A. Costs Included:
1. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Measurement of Quantities:
1. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
2. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
3. Measurement Devices:
   a. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
   b. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
   c. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.
4. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
5. Measurement by Area: Measured by square dimension using mean length and width or radius.
6. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
7. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
8. Owner reserves the right to reject 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 Contractor.

1.05 ADMINISTRATIVE REQUIREMENTS

A. Project Coordination:
1. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend upon each other for proper installation, connection and operation.

B. Preconstruction Meeting:
1. Attendance Required:
   a. Owner.
   b. Architect.
   c. Contractor.
   d. All Subcontractors and Major Suppliers.

C. Progress Meetings:
1. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
2. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
3. Agenda:

a. Review minutes of previous meetings.
b. Review of Work progress.
c. Field observations, problems, and decisions.
d. Identification of problems that impede, or will impede, planned progress.
e. Maintenance of progress schedule.
f. Corrective measures to regain projected schedules.
g. Planned progress during succeeding work period.
h. Coordination of projected progress.
i. Maintenance of quality and work standards.
j. Effect of proposed changes on progress schedule and coordination.
k. Other business relating to Work.

1.06 CONSTRUCTION PROGRESS SCHEDULE

A. Schedule:
1. Prepare schedule in the form of a horizontal bar chart.

B. Content:
1. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
2. Identify each item by specification section number.
3. Identify work of separate stages and other logically grouped activities.
4. Provide sub-schedules to define critical portions of the entire schedule.
5. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
6. Provide legend for symbols and abbreviations used.

C. Bar Charts:
1. Include a separate bar for each major portion of Work or operation.
2. Identify the first work day of each week.

1.07 CONSTRUCTION PROGRESS REPORTS

A. Daily Construction Reports:
1. Prepare a daily construction report recording the following information concerning events at Project site:
a. List of subcontractors at project site, number of personnel by subcontractor, and activities performed.
b. List of separate contractors at project site, and activities performed.
c. List of other visitors to the project site.
d. Meetings and significant decisions, significant events.
2. Submit 1 copy at weekly intervals to project team members.

B. Field Condition Reports:
1. Immediately on discovery of a difference between field conditions and the contract documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the contract documents.

C. Special Reports:
1. Submit special reports directly to Architect within one day of occurrence. Distribute copies of report to parties affected by the occurrence.
2. When an event of an unusual and significant nature occurs at project site, whether or not related directly to the work, prepare and submit a special report. List chain of events, persons participating, response by contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Architect in advance when these events are known or predictable.

1.08 SUBMITTAL PROCEDURES

A. Submittal Procedures:
1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
2. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
3. Identification: Place a permanent label or title block on each submittal for identification.
4. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
5. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
6. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
7. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
8. Use for Construction: Use only final submittals with mark indicating final unrestricted release or final-but-restricted release.
9. Each and every shop drawings, setting drawings, etc., submitted to the Architect shall bear a stamp certified over the Contractor's signature indicating the drawings have been thoroughly pre-checked and approved by the Contractor. Drawings which do not bear such certification will be returned for pre-checking. Any delay in securing final approval of such drawings shall be adjudged to the fault of the Contractor. By reviewing, approving and submitting shop drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, member sizes catalog numbers, and similar data and that he has checked and coordinated shop drawings with the requirements of the project and of the contract documents.
10. Work requiring shop drawings, whether called for by the contract documents or requested by the Contractor, shall not commence until the submission has been reviewed by the Architect/Engineer. Work shall be in accordance with and performed from the reviewed drawings and the Contractor of his Subcontractor shall make certain that proper shop drawings are at the site of the work.

1.09 QUALITY REQUIREMENTS

A. Submittals:
1. Testing Agency Qualifications:
   a. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
   b. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
2. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
3. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
   a. Include:
      1) Date issued.
      2) Project title and number.
      3) Name of inspector.
      4) Date and time of sampling or inspection.

5) Identification of product and specifications section.
6) Location in the Project.
7) Type of test/inspection.
8) Date of test/inspection.
9) Results of test/inspection.
10) Conformance with Contract Documents.
11) When requested by Architect, provide interpretation of results.

b. All test reports shall be typewritten. The Architect reserves the right to reject handwritten reports.

4. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
   a. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
   b. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.

B. Testing and Inspection Agencies:
   1. Owner will employ services of an independent testing agency to perform specified testing as outlined in Chapter 17 - Structural Test and Special Inspections of the Kentucky Building Code.
   2. Contractor shall employ and pay for services of an independent testing agency to perform all other specified testing.
   3. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

C. Testing and Inspection:
   1. See individual specification sections for testing required.
   2. Testing Agency Duties:
      a. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
      b. Perform specified sampling and testing of products in accordance with specified standards.
      c. Ascertain compliance of materials and mixes with requirements of Contract Documents.
      d. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
      e. Perform additional tests and inspections required by Architect.
      f. Attend preconstruction meetings and progress meetings.
      g. Submit reports of all tests/inspections specified.
   3. Limits on Testing/Inspection Agency Authority:
      a. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
      b. Agency may not approve or accept any portion of the Work.
      c. Agency may not assume any duties of Contractor.
      d. has no authority to stop the Work.
   4. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
   5. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

1.10 PRODUCT REQUIRMENTS

A. New Products:
   1. Provide new products unless specifically required or permitted by the Contract Documents.

B. Product Options:

1. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
2. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
3. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
4. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
    a. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
    b. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
    c. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
    d. Where products are accompanied by the term "as selected," Architect will make selection.
    e. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
    f. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
5. Product Selection Procedures: Procedures for product selection include the following:
    a. Product: Where Specification paragraphs or subparagraphs titled "Product" name a single product and manufacturer, provide the product named.
    b. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled "Manufacturer" or "Source" name single manufacturers or sources, provide a product by the manufacturer or from the source named that complies with requirements.
    c. Products: Where Specification paragraphs or subparagraphs titled "Products" introduce a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
    d. Manufacturers: Where Specification paragraphs or subparagraphs titled "Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
    e. Available Manufacturers: Where Specification paragraphs or subparagraphs titled "Available Manufacturers" introduce a list of manufacturers' names, provide a product by one of the manufacturers listed.
    f. Product Options: Where Specification paragraphs titled "Product Options" indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specific product or system indicated.
    g. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
    h. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
        1) Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
        2) Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.

i. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

C. Maintenance Materials:
1. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
2. Deliver to Project site; obtain receipt prior to final payment.

D. Substitution Procedures:
1. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
2. Timing: Architect will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
3. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Substitution request is fully documented and properly submitted.
   e. Requested substitution will not adversely affect Contractor's Construction Schedule.
   f. Substitution request includes a release from the supplier/manufacturer listed in the contract documents and the Contractor's Form of Proposal.

E. Substitution Submittal Procedure:
1. Submit tequest for substitution for consideration. Limit each request to one proposed substitution.
2. Substitution Request Form: Use CSI Form 13.1.A.
3. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
4. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   a. Statement indicating why specified material or product cannot be provided.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
   e. Samples, where applicable or requested.
   f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

5. The Architect will notify Contractor in writing of decision to accept or reject request.
6. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

F. Transportation and Handling:
1. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
2. Transport and handle products in accordance with manufacturer's instructions.

G. Storage and Protection:
1. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
2. Store and protect products in accordance with manufacturers' instructions.

1.11 EXECUTION AND CLOSEOUT REQUIREMENTS

A. Project Conditions:
1. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
2. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
3. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
4. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
5. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

B. Examination:
1. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
2. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
3. Examine and verify specific conditions described in individual specification sections.
4. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
5. Verify that utility services are available, of the correct characteristics, and in the correct locations.

6. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

C. General Installation Requirements:
   1. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
   2. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
   3. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
   4. Make neat transitions between different surfaces, maintaining texture and appearance.

D. Progress Cleaning:
   1. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

E. Protection of Installed Work:
   1. Protect installed work from damage by construction operations.

F. Final Cleaning:
   1. Execute final cleaning prior to final project assessment.
      a. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

G. Closeout Procedures:
   1. Substantial Completion:
      a. Notify Architect when work is considered ready for Substantial Completion.
      b. Field Observation: Submit a written request for field observation for Substantial Completion. On receipt of request, Architect will either proceed with field observation or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after field observation or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
      c. Complete items of work determined by Architect's final field observation.
   2. Final Completion:
      a. Preliminary Procedures: Before requesting final field observation for determining date of Final Completion, complete the following:
         1) Submit a final Application for Payment.
         2) Submit certified copy of Architect's Substantial Completion field observation list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
         3) Submit evidence of final, continuing insurance coverage complying with insurance requirements.
      b. Final Field Observation: Submit a written request for final field observation for acceptance. On receipt of request, Architect will either proceed or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after field observation or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
   3. Warranties:
      a. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
      b. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1.12 CLOSEOUT SUBMITTALS

A. Submittals:
   1. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
   2. Warranties and Bonds:
      a. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
      b. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
      c. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

B. Project Record Documents:
   1. Maintain on site one set of the record documents; record actual revisions to the Work.

C. Warranties and Bonds:
   1. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

END OF SECTION

SECTION 014524 - STRUCTURAL SPECIAL INSPECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section summarizes the responsibility of the Contractor and the Special Inspector in the performance of the special inspections required in the Construction Documents.

B. Neither the observation of the Architect/Structural Engineer in the administration of the contract, nor tests/inspections by the Special Inspector, 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 Construction Documents.

1.02 RELATED SECTIONS

A. Section 013324 - Structural Submittals.

1.03 REFERENCES

A. ASTM E329 – Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.

B. American Council of Independent Laboratories – Recommended Requirements for Independent Laboratories Qualifications.

1.04 SELECTION AND PAYMENT

A. Owner will employ and pay for the structural testing/inspection services that are required by the Construction Documents.

1.05 STRUCTURAL TESTING/INSPECTION REQUIREMENT SUMMARY

A. Refer to the Structural Quality Assurance Plan in the Structural Drawings for the required tests/inspections.

PART 2 MATERIALS

Not Used.

PART 3 EXECUTION

3.01 STRUCTURAL PRECONSTRUCTION MEETING

A. A structural preconstruction meeting may be conducted at the construction site by the Structural Engineer to discuss quality issues. The parties involved may be the Architect, Contractor, Special Inspector, appropriate subcontractors, suppliers, and detailers.

3.02 SPECIAL INSPECTOR'S RESPONSIBILITIES

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/inspections as outlined in Construction Documents, the applicable codes, and as directed by the Structural Engineer.

E. Report results of tests/inspections in accordance with the Construction Documents and the Building Code. Work and materials not complying with Construction Documents shall be immediately reported to the Contractor and Structural Engineer.

F. Leave copies of field notes with the Contractor 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 Construction Documents and name of the Structural 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. Special Inspector shall not alter requirements of Construction Documents, approve or reject any portion of the Work, or perform duties of the Contractor.

I. Submit written confirmation at end of construction that, to the best of their knowledge, the structural Work conforms to the Construction Documents.

3.03 CONTRACTOR'S RESPONSIBILITIES

A. Provide copy of Construction Documents to the Special Inspector.

B. Arrange the preconstruction meeting to discuss quality issues.

C. Notify the Special Inspector sufficiently in advance of operations to allow assignment of personnel and scheduling of tests.

D. Cooperate with Special Inspector and provide access to Work.

E. Provide samples of materials to be tested in required quantities.

F. Furnish copies of mill test reports when requested.

G. Provide storage space for Special Inspector’s exclusive use, such as for storing and curing concrete testing samples.

H. Provide labor to assist the Special Inspector 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 OF SECTION 014524

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities, support, security and protection facilities include, but are not limited to, the following:

B. Temporary utilities.

C. Temporary telecommunications services.

D. Temporary sanitary facilities.

E. Temporary Controls: Barriers, enclosures, and fencing.

F. Temporary electric and lighting.

G. Temporary HVAC for construction activities.

H. Temporary water service and distribution.

I. Security requirements.

J. Vehicular access and parking.

K. Waste removal facilities and services.

L. Temporary and additional required signs.

M. Storage and fabrication sheds.

N. Fire extinguishers.

O. Lifts and hoists.

P. Construction aids and miscellaneous services and facilities.

1.02 RELATED REQUIREMENTS

A. Section 024119 - Selective Structure Demolition.

1.03 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight: exterior walls are insulated and weathertight: and all openings are closed with permanent construction or substantial temporary closures.

1.04 TEMPORARY UTILITIES

A. Contractor may use the Owner’s existing water and electric utilities at the site (except phone/internet and utilities for field office(s)) as required for the renovation portions of this project. However, if the privilege of using the Owner’s utilities are abused, then the Contractor shall reimburse the Owner any amount over a normal monthly bill amount.

1. Conditions of Use of Owner's Utilities: 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.
2. Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with

matching, compatible materials and equipment. Comply with utility company recommendations.

3. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
4. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner, Architect, testing agencies and authorities having jurisdiction.
5. Contractor to pay all fees, taps, certifications, permits, and etc. that comply with all Federal, State and local regulations and utility company requirements. Arrange for authorities having jurisdiction to test and inspect each temporary utility before use.
6. Provide adequate capacity at each stage of construction. before temporary utility is available, provide trucked-in services.
7. All required temporary work shall provide for safe and proper performance of the work. The Contractor shall be responsible for adequate design and construction of all temporary work used in construction of Contract Work.
8. Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
9. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
10. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed facilities.
11. At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

1.05 ELECTRICAL SERVICE

A. Owner will not provide power distribution service to specific areas of construction, that is the responsibility of the Contractor.

B. Provide, weatherproof, grounded electric power service and distribution system of size, capacity, and power characteristics during constriction period. Include meters, transformers, overload-protected disconnection means, automatic ground-fault , and main distribution switchgear.
   1. Electrical service to comply with NECA, NEMA, UL and NFPA for temporary electrical needs.
   2. Electrical outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110-to120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light. Provide receptacle outlets adequate for connection of power tools and equipment.
   3. Power distribution system circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
   4. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
   5. Provide warning signs at power outlets other than 110 to 120 V.

C. Temporary Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

1.06 HEATING AND COOLING

A. Heating and cooling equipment: Unless Owner authorizes use of permanent heating or cooling system, provide vented, self-contained, liquid propane gas or fuel oil heaters with individual space thermostatic control.

1. Use of gasoline burning space heaters, open flame heaters, or salamander type heating units is prohibited.
2. Fuel needed to power portable, non-permanent heating or cooling equipment is to be paid for by the Contractor.
3. Heating and cooling to be provided as required by construction activities for curing and drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity.
   a. Maintain a minimum temperature of 50 degrees F in permanently enclosed portions of building for normal construction activities, and 65 degrees F for finishing activities and areas where finished work has been installed.
   b. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

1.07 WATER SERVICE

A. Owner will not provide water distribution service to specific areas of construction, that is the responsibility of the Contractor.

B. Contractor to provide temporary water and distribution service as required by construction activities.
.
1. Use trigger-operated nozzles for water hoses, to avoid waste of water.

C. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

1.08 VENTILATION AND HUMIDITY CONTROL

A. Contractor to provide temporary ventilation as required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1.09 TELECOMMUNICATIONS SERVICES

A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

B. Phone service shall be for use by all personnel engaged in construction activities, throughout the construction period.
1. At each telephone, post a list of important telephone numbers.
2. Cellular telephone service may be substituted for use by the Contractor's superintendent.

1.10 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization. Comply with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities.
1. Single occupant units of chemical, aerated recirculation, or combustion type; fully vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar material.
2. Provide containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.

B. Maintain daily in clean and sanitary condition.

C. Owner's existing restroom facilities in the building are not to be used under any circumstances.

1.11 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
   1. Refer also to 2015 IBC with Kentucky Amendments, Chapter 33 for additional protection requirements.

C. Barricades, warning signs and lights shall comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
   1. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8 inch thick exterior plywood.

1.12 FENCING

A. Contractor option to fence construction, staging and fabrication areas.

1.13 EXTERIOR ENCLOSURES

A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
   1. Tarpaulins shall be fire-resistive labeled with flame-spread rating of 15 or less. Secure with fire-retardent-treated wood framing or other materials.
   2. Where temporary wood or plywood exceeds 100 sq. ft. in area use fire--treated material for framing and sheathing.
   3. Close openings in floor or roof decks and other horizontal surfaces with load-bearing, wood framed construction.
   4. Close openings in walls or other vertical surfaces of 25 sq. ft. or less with plywood or similar materials.

B. General Contractor may provide new or used materials for temporary exterior enclosure. Undamaged, previously used materials in serviceable condition may be used if approved by the Architect. Provide materials suitable for use intended.

1.14 INTERIOR ENCLOSURES

A. Provide temporary partitions as indicated on the Phasing/Staging Plan to separate work areas from Owner-occupied areas, to prevent penetration of dust, fumes and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
   1. Construct dustproof partitions of not less than nominal 4-inch wood studs, 5/8-inch gypsum wallboard with joints taped on occupied side, and 1/2-inch fire-retardant plywood on the demolition side.
   2. Insulate partition to provide noise protection to occupied areas.
   3. Seal joints and perimeter. Equip partitions with dustproof doors and security locks.
   4. Protect air-handling equipment.
   5. Close openings in floor or roof decks and other horizontal surfaces with load-bearing, wood framed construction.
   6. Close openings in walls or other vertical surfaces of 25 sq. ft. or less with plywood or similar materials.

B. Openings: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

C. General Contractor may provide new or used materials for temporary interior enclosure. Undamaged, previously used materials in serviceable condition may be used if approved by the Architect. Provide materials suitable for use intended.

1.15 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
   1. Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances.

1.16 LIFTS AND HOISTS

A. Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

1.17 TEMPORARY FIRE PROTECTION

A. Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire loses. Comply with Section 3309 of the 2015 International Building Code with Kentucky Amendments.

B. Fire extinguishers: Hand carried portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA recommended classes for exposures.
   1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
   2. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.

C. Store combustible materials in containers in fire-safe locations.

D. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

1.18 VEHICULAR ACCESS AND PARKING

A. All employee, and project related, vehicles shall park in area designated by the Owner.

B. Coordinate access and haul routes with governing authorities and Owner.

C. Provide and maintain fire department access to fire hydrants, free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets. Streets used as access to and from the site shall be kept free of mud and debris.

E. Existing on-site roads and parking areas shall not be used for construction traffic, staging and storage, unless specifically addressed on the staging plan.

F. Fire Truck Access: Access to the building site and surrounding buildings must be maintained during construction for local fire truck access. Phase construction as required to maintain access to new, existing, or temporarily relocated standpipe, fire hydrant connections, the requirements of Section 3311 and 3312 of the 2015 International Building Code with Kentucky Amendments, and fire alarm annunciator panels. Coordinate with the local fire department that would respond to an alarm during the initial start up of construction to ensure a complete understanding of their requirements.

1.19 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition. All exitways, walks, drives, grass areas, and landscaping must be kept free from debris at all times.

B. Provide adequate trash containers of proper size.

C. Provide containers with lids. Collect waste from construction areas and elsewhere daily. Remove trash from site per following.
   1. Dispose of all material in a lawful manner.
   2. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 degrees F.

D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

E. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Comply with NFPA 241 for removal of combustible waste material and debris.

F. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

G. Failure to comply with the above requirements shall be cause for stopping work until the condition is corrected.

1.20 PROJECT IDENTIFICATION

A. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

B. Additional Required Signs: Contractor to provide sign or signs in a location or locations clearly visible to all Contractors, not less than 2' x 4' in dimension, with the following wording "Unlawful possession of a weapon on school property in Kentucky is a felony punishable by a maximum of five (5) years in prison and a ten thousand dollar ($10,000) fine." Installation shall include all supporting framing and setting materials required.
   1. Sign can be digitally printed on pressure sensitive vinyl with UV resistant inks and mounted on a 1/2 inch MDO board or 10 mm PVC board or printed directly on the MDO or PVC board with UV resistant inks.

C. Erect on site at location established by Architect.

D. No other signs are allowed without Owner permission except those required by law.

1.21 FIELD OFFICES

A. Contractor's option to provide a field office on site.
   1. Progress meetings will be held in the school at a location to be determined.
   2. If an offfice is provided on site:
      a. Field office to be on site, with functioning utilities, minimum one week prior to the first scheduled progress meeting.
      b. Field office(s) utilities are to be metered separately from construction related utilities. Field office utilities are to be paid for by the contractor.

1.22 STORAGE AND FABRICATION SHEDS

A. Provide sheds sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.
   1. Locate for easy access to the Project.
   2. Construct framing, sheathing, and siding using fire-retardant-treated lumber and plywood.
   3. Paint exposed lumber and plywood with exterior-grade acrylic-latex emulsion over exterior primer.

1.23 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove each temporary when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion.

B. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 015000

SECTION 017300 - CUTTING AND PATCHING

PART 1 GENERAL

1.01 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.

1.02 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:
   1. Division 2 Section " Selective Structure Demolition" for cutting and patching procedures for selective demolition operations.

1.03 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
   1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
   2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
   3. Products: List products to be used and firms or entities that will perform the Work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.
   6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
   7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.05 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 PRODUCTS

2.01 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas..

3.03 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.

B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
   1. Fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.

C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

D. Patch and repair floor and wall surfaces in the new space where demolished walls or partitions extend from one finished area into another. Provide a flush and even surface of uniform color and appearance.
   1. Closely match texture and finish of existing adjacent surface.
   2. Patch with durable seams that are as invisible as possible. Comply with tolerances.
   3. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and second coat.
   4. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
   5. Inspect and test patched areas to demonstrate integrity of the installation, where feasible.

E. Existing penetrations and openings due to the removal of existing communications, data, life safety, electrical, HVAC, sprinkler, or plumbing systems are to be filled and patched as follows:
1. Above New Ceiling Heights:
    a. Existing through-wall penetrations above new ceiling height 4" diameter/square or less, patch with solid, permanent fill material flush with adjacent wall surface.
    b. Existing through-wall penetrations above new ceiling height from 4" diameter/square to approximately 1'-0" x 1'-0" diameter/square. Fill opening with sound attenuation blankets and attach 5/8" gypsum board to both sides of the adjacent wall surface to close opening.
    c. Existing through-wall penetrations above new ceiling height 1'-0" x 1'-0" diameter/square or larger in an existing framed wall. Frame opening with metal studs @ 12" on center. Fill space between studs with sound attenuation blankets and attach 5/8" gypsum board to both sides of the adjacent wall surface to close opening.
    d. Existing penetrations located above new ceiling height 1'-0" x 1'-0" diameter/square or larger in an existing CMU, or structural clay tile wall. Infill existing opening with CMU. Toothing into existing bond pattern is not required at above ceiling locations.
2. Below New Ceiling Heights:
    a. Existing through-wall penetrations below new ceiling height 4" diameter/square or less. Patch with solid, permanent fill material. New plaster finish to match existing plaster surface texture, if applicable.
    b. Existing through-wall penetrations below new ceiling height 4" diameter/square to approximately 1'-0" x 1'-0" diameter/square. Fill opening with sound attenuation blankets and inset 5/8" gypsum board on both sides of the wall to close opening. New plaster finish to match existing plaster surface texture, if applicable.
    c. Existing through-wall penetrations below new ceiling height 1'-0" x 1'-0" diameter/square or larger in an existing framed wall. Frame opening with metal studs @ 12" on center. Fill space between studs with sound attenuation blankets and attach 5/8" gypsum board to both sides of the adjacent wall surface to close opening. New plaster finish to match existing plaster surface texture, if applicable.
    d. Existing through-wall penetrations located below new ceiling height 1'-0" x 1'-0" diameter/square or larger in an existing CMU or structural clay tile wall. Infill existing opening with CMU, or structural clay tile set back from the existing wall surface to allow new plaster finish to be installed in specified thickness and to match existing surface texture, if applicable.
    e. Existing through-wall penetrations located below new ceiling height 1 inch diameter/square or larger in walls with exposed CMU, or glazed structural tile units. Infill existing opening with CMU, or glazed structural tile unit, to match existing surface texture and bond pattern. Remove whole masonry unit(s) and tooth-in to match existing bond pattern.
    f. Existing through-wall penetrations in rated wall assemblies to receive fire rated gypsum board, fire blankets and fire resistant caulk at the intersection of the existing wall and fire rated gypsum or rated CMU wall construction. Provide new plaster finish to match existing plaster surface texture if applicable.
3. Partial Wall Openings/Non-Through-Wall Penetrations Below New Ceiling Heights:
    a. Wall openings left behind after demolition of fully or partially recessed electrical panels and other electrical items, communications, data, life safety, HVAC, sprinkler, or plumbing are to receive infill materials to match the surface of the wall.
        1) Existing CMU/Glazed Structural Clay Tile Walls: Toothing into existing CMU, or glazed structural tile, matching bond pattern is required at below ceiling locations.

(a) Tooth-in with whole units.

2) Existing Framed Walls: Frame opening with metal studs @ 12" on center. Fill space between studs with sound attenuation blankets and attach 5/8" gypsum board to exposed side of the adjacent wall surface to close opening.

b. Set back infill material as necessary to provide new plaster finish to match existing plaster surface texture if applicable.

3.04 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

END OF SECTION 017300

SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of building elements for alterations purposes.

B. Patching and repairs of existing elements to remain.

1.02 RELATED SECTIONS

A. Section 011000 - Summary: Limitations on Contractor's use of site and premises.

B. Section 011000 - Summary: Sequencing and staging requirements.

C. Section 013800 - General Requirements: Preconstruction photographs taken prior to building demolition.

D. Section 015000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.

E. Section 017300 - Cutting and Patching: Repairs to existing surfaces.

1.03 REFERENCES

A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2004.

1.04 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.

B. Remove and salvage: Detach items from existing construction and deliver them to Owner.

C. Remove and reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

D. Existing to remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled. Protect construction indicated to remain against damage and soiling during selective demolition.

1.05 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.06 SUBMITTALS

A. Site Plan: Showing:
   1. Areas for temporary construction and field offices.

B. Selective Demolition Plan: Submit selective demolition plan as specified by OSHA and local authorities.
   1. Indicate extent of selective demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
   2. Indicate starting and ending dates for each activity.
   3. Identify demolition firm and submit qualifications.
   4. Include a summary of safety procedures.
   5. Coordination for shutoff, capping, and continuation of utility services.

6. Locations of temporary protection and means of egress.
7. Use of elevator and stairs.
8. Detailed sequence of selective demolition and removal work to ensure Owner's uninterrupted continuing occupancy of adjacent buildings and partial use of premises.

C. Salvage Inventory: After building demolition is complete, Construction Manager/General Contractor to maintain a list of items that have been removed and salvaged to the Owner. Refer to the form at the end of this specification section.

D. Reinstallation Inventory: After building demolition is complete, Construction Manager/General Contractor to maintain a list of items that have been removed and stored for reinstallation. Refer to the form at the end of this specification section.

E. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed location, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

F. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before work begins.

G. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.07 QUALITY ASSURANCE

A. Conference: Conduct conference at Project site to comply with requirements in Division 1 sections. Review methods and procedures related to building demolition including, but not limited to, the following:
1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structures.
3. Review and finalize selective demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.

1.08 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as far a practical.

B. Before building demolition, Owner will remove the following items:
1. Gymnasium equipment to be determined

C. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Comply with other requirements specified in Section 017000.

1.09 HAZARDOUS MATERIALS

A. Hazardous Materials: It is not expected that hazardous material will be encountered in the work.
1. If material suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 PRODUCTS

2.01 MATERIALS

A. Repair Materials: Use repair materials identical to existing materials.

1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 EXECUTION

3.01 SCOPE

A. Remove portions of existing building as indicated on the drawings.

B. Area of building(s) to be selectively demolished will be vacated and their use discontinued before start of Work.

C. Owner will occupy another area immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
   1. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
   2. Maintain access to existing walkways, exits, and other adjacent occupied or used facilities.
      a. Do not close or obstruct walkways, exits, or other occupied or used facilities without written permission from authorities having jurisdiction.

D. Remove other items indicated, for salvage and relocation.

3.02 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditional are the same as those indicated in Project Record Documents.

C. Inventory and record the condition of items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the nature and extent of the element. Promptly submit a written report to the Architect.

E. Survey the condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

3.03 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Use of explosives is not permitted.
   3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
      a. Maintain adequate ventilation when using cutting torches.
   4. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the lower level.
   5. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.

6. Cut or drill from the exposed surface or finished side into concealed surfaces to avoid marring existing finished surfaces.
7. Buildings over one story remove debris from elevated portions by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
    a. Remove structural framing members and lower to ground by method suitable to minimize ground impact or dust generation.
8. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
    a. Locate selective demolition equipment throughout the structure and remove debris and materials so as to not impose excessive loads on supporting walls, floors, or framing.
9. Provide, erect, and maintain temporary barriers and security devices.
    a. Comply with requirements in Division 1 Temporary Facilities and Controls.
10. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
11. Do not close or obstruct roadways or sidewalks without permit.
12. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.

B. Do not begin removal until receipt of notification to proceed from Owner.

C. Protect existing structures and other elements that are not to be removed.
1. Provide bracing and shoring.
2. Prevent movement or settlement of adjacent structures.
3. Stop work immediately if adjacent structures appear to be in danger.

D. Site Restoration:
1. Staging, Parking and Storage: Restore lawn areas used for staging and storage of construction materials or parking during the project back to their original condition.

E. Removed and salvaged items: Comply with the following:
1. Contractor to remove, salvage and store the following items:
    a. Gymnasium equipment to be determined.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure facility and area until ready for reinstallation.
4. Protect items from damage during transport and storage.

3.04 EXISTING UTILITIES

A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.

B. Protect existing utilities to remain from damage.

C. Do not disrupt public utilities without permit from authority having jurisdiction.

D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.

E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.

G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

3.05 SELECTIVE DEMOLITION

A. Drawings showing existing construction and utilities are based on field observation and existing record documents only.

B. Separate areas in which selective demolition is being conducted from other areas that are still occupied or are to remain.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.

C. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.

D. Remove existing work as indicated and as required to accomplish new work.
   1. Concrete: Cut concrete, in small sections, full depth at junctures with construction indicated to remain, using power-driven saw, then remove concrete between saw cuts. Do not use power-driven impact tools.
   2. Masonry: Cut masonry, in small sections, at junctures with construction indicated to remain, using power-driven saw, then remove masonry between saw cuts. Do not use power-driven impact tools.
   3. Concrete Slabs-on Grade: Saw-cut perimeter of area to be demolished at junctures with construction indicated to remain, then break up and remove, unless otherwise shown to remain.
   4. Steel: Dismantle field connections without bending or damaging steel members. Do not use flame cutting torches unless otherwise authorized.
      a. Steel trusses and joists as whole units without dismantling them further.
   5. Remove items indicated on drawings.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
   3. See Section 011000 for other limitations on outages and required notifications.

F. Protect existing work to remain.
   1. Prevent movement of structure; provide shoring and bracing if necessary.
   2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch as specified for patching new work.
      a. Patching is specified in Division 1 Section "Cutting and Patching".

3.06 DEBRIS AND WASTE REMOVAL

A. Except for items or materials indicated to be reused, salvaged, and reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
   1. Do not allow demolished materials to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Transport demolished materials from Owner's property and legally dispose of them..

C. Transport demolished materials approved for fill and dispose of at designated spoils areas on Owner's property.

D. Do not burn demolished materials on site.

E. Leave site in clean condition, ready for subsequent work.

F. Clean up spillage and wind-blown debris from public and private lands.

G. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return to condition existing before start of selective demolition.

H. Change filters on air-handling equipment on completion of selective demolition operations.

END OF SECTION 024119

SECTION 024119.01 - SALVAGED AND STORED INVENTORY

SALVAGED AND STORED INVENTORY

Items indicated in the contract documents to be salvaged and stored for reinstallation to the owner are to be documented below. It is the construction manager/general contractor's responsibility to maintain this list.

Item Description	Quantity	Storage Location	Delivered By:	Received By:	Date Received

END OF SECTION 024119.01

SECTION 024119.02 - REINSTALLATION INVENTORY

REINSTALLATION INVENTORY

Items indicated in the contract documents to be salvaged and stored by the construction manager/general contractor for future reinstallation into the project are to be documented below. It is the construction manager/general contractor's responsibility to maintain this list.

Item Description	Quantity	Storage and/or Delivery Location	Date

END OF SECTION 024119.02

SECTION 032000 - CONCRETE REINFORCING

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Division 1 Sections

B. Section 031000 – Concrete Forming and Accessories.

C. Section 033000 – Cast-in-Place Concrete.

1.02 REFERENCES

ACI 117 – Standard Specifications for Tolerances for Concrete Construction and Materials.

ACI 301 – Standard Specifications for Structural Concrete.

ACI 315 – Details and Detailing of Concrete Reinforcement.

ACI 318 – Building Code Requirements for Structural Concrete.

ASTM A1064 – Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete Reinforcement.

ASTM A615 – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

ASTM A706 – Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.

AWS D1.4 – Structural Weld Code - Reinforcing Steel.

AWS D12.1 – Recommended Practices for Welding Reinforcing Steel Metal Inserts, and Connections in Reinforced Concrete Construction.

CRSI – Manual of Standard Practice.

1.03 SUBMITTALS

A. Refer to Structural Quality Assurance Plan in the Structural Drawings for additional submittal requirements.

B. Shop Drawings:
1. Notify Structural Engineer prior to detailing reinforcing steel shop drawings.
2. Indicate size, spacing, location and quantities of reinforcing steel and wire fabric, bending and cutting schedules, splice lengths, stirrup spacing, supporting and spacing devices. Detail reinforcing steel in accordance with ACI 315 and CRSI Standards.
3. Written description of reinforcement without adequate sections, elevations, and details is not acceptable.
4. Reproduction of Structural Drawings for shop drawings is not permitted. Electronic drawing files will not be provided to the Contractor.

C. Submit manufacturer's data for tension and compression splicers.

1.04 QUALITY ASSURANCE

A. Refer to the Structural Quality Assurance Plan in the Structural Drawings.

1.05 STORAGE AND PROTECTING

A. Store reinforcing steel above ground so that it remains clean. Maintain steel surfaces free from materials and coatings that might impair bond.

PART 2 PRODUCTS

2.01 MATERIALS

A. Deformed Reinforcing Steel: ASTM A615, refer to Structural Drawings for grade (Grade 60 minimum).

B. Welded Steel Wire Reinforcement: ASTM A1064.

2.02 ACCESSORY MATERIALS

A. Annealed Steel Tie Wire: 16½ gage minimum.

B. Bar Supports: Plastic-tipped steel Class I bar supports conforming to CRSI Specifications. Concrete brick may be used to support reinforcement to obtain proper clearance from earth.

2.03 DOWEL ADHESIVE

A. Adhesive conforming to Simpson AT-XP (IAPMO-UES ER-263), Simpson SET-XP (ICC-ES ESR-2508), DeWalt/Powers Pure110+ (ICC-ES ESR-3298), DeWalt/Powers DeWalt AC200+ Adhesive (ICC-ES ESR-4027), Hilti HIT-HY 200 Safe Set Fast Cure Adhesive (ICC-ES ESR-3187), Hilti HIT-RE 500 V3 SAFE Set Adhesive (ICC-ES ESR-3814). Minimum Embedment = 12 times anchor diameter, UNO.

PART 3 EXECUTION

3.01 FABRICATION

A. Fabricate reinforcing steel in accordance with ACI 318 and CRSI standards.

B. Bend bars cold. Do not heat or flame cut bars. No field bending of bars partially embedded in concrete is permitted, unless specifically approved Structural Engineer and checked by Testing and Inspection Agency for cracks.

C. Weld only as indicated. Perform welding in accordance with AWS D1.4 and AWS D12.1.

D. Tag reinforcing steel for easy identification.

3.02 INSTALLATION

A. Before placing concrete, clean reinforcement of foreign particles and coatings.

B. Place, support, and secure reinforcement against displacement in accordance with ACI 318 and CRSI standards. Do not deviate from alignment or measurement.

C. Place concrete beam reinforcement support parallel to main reinforcement.

D. Locate welded wire reinforcement in the top third of slabs. Overlap mesh one lap plus two inches at side and end joints.

E. Furnish and install dowels or mechanical splices at intersections of walls, columns and piers to permit continuous reinforcement or development lengths at such intersections.

F. Maintain cover and tolerances in accordance with ACI and CRSI Specifications, unless indicated otherwise on Structural Drawings.

3.03 SPLICES

A. Do not splice reinforcement except as indicated on Structural Drawings.

B. Tension couplers may be used and installed in accordance with manufacturer's recommendations.

3.04 DOWELS IN EXISTING CONCRETE

A. Install dowels and dowel adhesive in accordance with manufacturer’s recommendations.

B. Minimum embedment length into the existing concrete shall be 12 bar diameters, unless noted otherwise.

END OF SECTION 032000

SECTION 033000 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Division 1 Sections

B. Section 031000 – Concrete Forming and Accessories.

C. Section 032000 – Concrete Reinforcing.

D. Section 036200 – Non-shrink Grouting.

1.02 REFERENCES

A. The publications listed below form a part of this specification. The publications are referenced to within the text by the basic designation only.

ACI 117 – Standard Specifications for Tolerances for Concrete Construction and Materials.

ACI 301 – Specifications for Structural Concrete.

ACI 305.1 – Specification for Hot Weather Concreting.

ACI 306.1 – Standard Specification for Cold Weather Concreting.

ACI 308.1 – Specification for Curing Concrete.

ACI 311.6 – Specification for Testing Ready Mixed Concrete

ACI 311.7 – Specification for Inspection of Concrete Construction

ACI 318 – Building Code Requirements for Structural Concrete.

ASTM C31 – Standard Practice for Making and Curing Concrete Test Specimens in the Field.

ASTM C33 – Standard Specification for Concrete Aggregates.

ASTM C39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

ASTM C94 – Standard Specification for Ready-Mixed Concrete.

ASTM C138 – Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete.

ASTM C150 – Standard Specification for Portland Cement.

ASTM C172 – Standard Practice for Sampling Freshly Mixed Concrete.

ASTM C173 – Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.

ASTM C260 – Standard Specification for Air-Entraining Admixtures for Concrete.

ASTM C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.

ASTM C469 – Standard Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression.

ASTM C494 – Standard Specification for Chemical Admixtures for Concrete.

ASTM C618 – Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.

ASTM C920 – Standard Specification for Elastomeric Joint Sealants

ASTM D994 – Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)

ASTM E1155 – Standard Test Method for Determining F_F Floor Flatness and F_L Floor Levelness Numbers.

1.03 SUBMITTALS

A. Refer to Structural Quality Assurance Plan in the Structural Drawings for additional submittal requirements.

B. Submit three copies of the concrete mix designs. Include the following:
1. Documentation of mix design proportions complying with ACI 301.
2. Type and quantities of materials including admixtures
3. Slump
4. Air content
5. Water/cement ratio
6. Fresh unit weight
7. Aggregates sieve analysis
8. Design compressive strength
9. Location of placement in structure
10. Method of placement
11. Method of concrete curing
12. Method of protection of concrete
12. Seven-day and 28-day compressive strengths

C. Mix design submittals not conforming to the above will be rejected.

1.04 QUALITY ASSURANCE

A. The ready-mixed concrete plant shall be certified for conformance with the requirements of the National Ready Mix Concrete Association.

B. Refer to the Structural Quality Assurance Plan in the Structural Drawings.

PART 2 PRODUCTS

2.01 CONCRETE MIX DESIGN

A. Establish concrete mix design proportions in accordance with Article 4.2.3 of ACI 301.

B. Concrete Strength: See Structural Notes in Structural Drawings.

C. Slump
   1. Design concrete with a slump between four and ten inches.
   2. If a slump greater than five inches is desired, use a water reducer.

D. Water/Cementitious Materials Ratio (w/cm): See Structural Notes in Structural Drawings.

E. Entrained Air Content: See Structural Notes in Structural Drawings.

F. Fresh Unit Weight
   1. Normal weight concrete: Fresh unit weight of 137 to 148 pcf.

2.02 MATERIALS

A. Obtain all concrete mixtures from a single ready-mixed concrete manufacturer for entire Project.

B. Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant.

C. Obtain aggregate from single source.

D. Obtain each type of admixture from single source from single manufacturer.

E. Materials designated by specific manufacturer's trade names are approved, subject to compliance with the quality and performance indicated by the manufacturer. Instructions and recommendations, published by the manufacturer of such materials are included in and are a part of these Specifications.

2.03 CEMENT

A. Cement: Portland cement – ASTM C150.

2.04 FLY ASH

A. Fly Ash: Class C or Class F – ASTM C618. When fly ash is used, the quantity shall be a minimum amount of 15 percent and a maximum amount of 25 percent by weight of the total cementitious materials, unless otherwise specified.

2.05 AGGREGATE

A. Fine Aggregate: Fine aggregate complying with ASTM C33. Natural sand is preferred to manufactured sand.

B. Fine Aggregate in slabs: The gradation of fine aggregate in concrete mix designs for floor slabs shall meet the requirements in the Table below:

Sieve Designation	Percent Passing	
	Normalweight Aggregate	Lightweight Aggregate
3/8 in.	100	100
No. 4	85 to100	85 to100
No. 8	80 to 90	–
No. 16	50 to 75	40 to 80
No. 30	30 to 50	30 to 65
No. 50	10 to 20	10 to 35
No. 100	2 to 5	5 to 20

C. The weight of fine aggregate in the mix proportion shall not exceed 50 percent of the total weight of fine plus coarse aggregate.

D. Coarse Aggregate: Washed gravel or crushed stone conforming to ASTM C33. When a single size or combinations of two or more sizes of coarse aggregates are used, the final grading shall conform to the grading requirements of ASTM C33, unless otherwise specified or permitted.
   1. Unless governed by the maximum size as specified in Section 2 below, the largest practical-size coarse aggregate shall be used. Except for topping slabs 3-in. thick or less the largest size of coarse aggregate in normalweight concrete shall be a nominal ¾-in. and the largest size of coarse aggregate in lightweight concrete shall be a nominal ½-in. For topping slabs that are 3-in. thick or less the maximum size of coarse aggregate shall be 3/8 inch.
   2. The nominal maximum size of coarse aggregate shall not exceed three-fourths of the minimum clear spacing between reinforcing bars, one-fifth of the narrowest dimension between sides of forms, or one-third of the thickness of slabs or toppings.

2.06 WATER

A. Water: Potable water

2.07 AIR ENTRAINING AGENT

A. Air Entraining Agent: Air entraining agent shall conform with ASTM C260. For normalweight concrete air entrainment shall not be used in flatwork to receive a hard steel-troweled finish.

2.08 WATER REDUCER

A. Water Reducer: Water reducing agent shall conform with ASTM C494.

2.09 ACCELERATORS

A. Accelerators: Non-chloride accelerators shall conform with ASTM C494.

2.10 RETARDERS

A. Retarders: Retarders shall conform with ASTM C494.

2.11 CHLORIDE

A. Chlorides: Chlorides of any form shall not be used in concrete.

PART 3 EXECUTION

3.01 GENERAL

A. Prepare place of deposit, mix, convey, and place in accordance with ACI 301 and ACI 304. If concrete is pumped, use a 5-inch minimum hose diameter, except for placement of metal pan stair treads where a 2-inch minimum hose is permitted.

B. Wet forms before placing concrete.

C. Deposit concrete continuously and as near as practical to final position.

D. Deposit concrete in one layer or in multiple layers. Do not place fresh concrete against concrete that would result in cold joints.

E. Do no flowing of concrete with vibrators.

F. Do not place concrete over columns or walls until concrete in columns and walls has reached final setting.

G. For cast-in-place floor systems place concrete for beams, girders, brackets, column capitals, haunches, and drop panels at same time as concrete for adjacent slabs.

H. Place and finish concrete members to comply with tolerances in ACI 117.

I. Do not use aluminum equipment in placing and finishing concrete.

J. Normalweight concrete for slabs to receive a hard-troweled finish shall not contain an air-entraining admixture or have a total air content greater than 3 percent.

3.02 SLABS-ON-GROUND

A. Place concrete for slabs-on-ground on properly prepared granular subbase with vapor barrier.

B. Place thickened slabs for partitions integral with floor slabs.

3.03 WATER REDUCERS

A. Water reducers are to be added at dosage recommended by the manufacturer. The slump of the concrete shall be one to four inches at the time the water reducers are added. Do not permit fresh concrete containing superplasticizers to come in contact with fresh concrete not containing superplasticizers.

3.04 ADDITION OF WATER AT JOB SITE

A. Water may be added at the jobsite if neither the maximum permissible water/cement ratio nor the maximum slump is exceeded. All concrete delivery trucks will have actual batch weight tickets available that clearly indicate the quantity of water that may be added at the jobsite that will not exceed the maximum water/cement ratio.

3.05 TIME LIMIT

A. Deposit concrete within one and one-half hours after batching.

3.06 VIBRATION

A. Consolidate concrete by vibration. Consolidate concrete around reinforcement, embedded items, and into corners of forms. Use immersion-type vibrators with nonmetallic heads for consolidating concrete around epoxy-coated or zinc and epoxy dual-coated reinforcing bars.

B. Do not use vibrators to move concrete in a manner that will result in segregation.

C. Spacing of immersion vibrator insertions shall not exceed 1-1/2 times the vibrator’s radius of action in concrete being consolidated.

3.07 CUTTING CONCRETE

A. Obtain Architect/Structural Engineer's written approval prior to cutting concrete for installation of other work.

3.08 PATCHWORK AND REPAIRS

A. Repair tie holes and other surface defects in formed finishes unless otherwise specified. Where the concrete surface will be textured by sandblasting or bush-hammering, repair surface defects before texturing.

B. Notify Architect/Structural Engineer of any defective areas (other than tie holes) in concrete to be patched or repaired. Unless otherwise specified or permitted, repair surface defects by the following method. Outline repair area with a 1/2 in. deep saw cut and remove defective concrete down to sound concrete. Leave chipped edges perpendicular to the saw-cut surface or slightly undercut. Do not feather edges. Dampen the area to be patched plus 6 in. around the patch area perimeter. Prepare scrub coat mix using one-part portland cement and one-part sand by loose volume with water. Thoroughly brush scrub coat into the surface. When the scrub coat begins to lose water sheen, apply patching mortar (for concrete exposed to view, mortar shall match adjacent concrete color) and thoroughly consolidate mortar into place. Strike off mortar, finishing flush to the final surface. Leave the patch undisturbed for 1 hour before finishing. Keep the patch damp for 7 days.

END OF SECTION 033000

SECTION 036200 - NON-SHRINK GROUTING

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Division 1 Sections

1.02 REFERENCES

CRD-C621 – Specification for Non Shrink Grout Packaged Dry, Hydraulic-Cement Grout.

ASTM C109 – Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens).

ASTM C1107 – Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).

1.03 QUALITY ASSURANCE

A. Refer to the Structural Quality Assurance Plan in the Structural Drawings.

1.04 SUBMITTALS

A. Refer to Structural Quality Assurance Plan in the Structural Drawings for additional submittal requirements.

PART 2 PRODUCTS

2.01 GROUT

A. Grout: Flowable, non-shrink, non-metallic in accordance with CRD-C-621 and ASTM C1107.

B. Compressive Strength: 5,000 psi minimum at 28 days.

2.02 WATER

A. Water: Clean, potable water.

PART 3 EXECUTION

3.01 HANDLING

A. Store and protect from moisture and contamination.

3.02 PREPARATION

A. Remove foreign materials including mud and dirt from areas to be grouted.

B. Use forms to contain grout. Forms shall be a minimum 1½ inch larger on all sides than the item grouted.

3.03 MIXING

A. Mix grout to its fluid, self-leveling consistency in accordance with manufacturer’s recommendations. Mix grout in a paddle-type mortar mixer; do not mix by hand.

B. Do not retemper grout. Do not exceed manufacturer's maximum limit on water content or use at a consistency that produces free bleeding.

3.04 PLACEMENT

A. Consolidate to provide grout uniformity. Do not vibrate grout.

3.05 PROTECTION

A. Protect grout and areas to be grouted from excessive heat and cold in accordance with manufacturer's Specifications. Protect grout from excessive drying shrinkage resulting from wind or direct sunlight. Protect areas grouted from excessive vibrations.

END OF SECTION 036200

SECTION 051200 STRUCTURAL STEEL FRAMING

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Division 1 Sections

1.02 REFERENCES

AISC – Steel Construction Manual, 14^{th} Edition.

AISC 303 – Code of Standard Practice for Steel Buildings and Bridges.

AISC 341-10 – Seismic Provisions for Structural Steel Buildings dated June 22, 2010.

AISC 360-10 – Specification for Structural Steel Buildings.

AISC – Specification for Structural Joints Using ASTM A325 or A490 Bolts prepared by the Research Council on Structural Connections.

AWS D1.1 – Structural Welding Code.

AWS A5.1 – Specification for Carbon Steel Electrodes for Shielded Metal Arc Welding.

AWS A5.5 – Specification for Low-Alloy Steel Electrodes for Shielded Metal Arc Welding.

AWS A5.17 – Specification for Carbon Steel Electrodes and Fluxes for Submerged Arc Welding.

AWS A5.20 – Carbon Steel Electrodes for Flux Cored Arc Welding.

SSPC – Steel Structures Painting Manual.

ASTM A6 – Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling.

ASTM A36 – Standard Specification for Carbon Structural Steel.

ASTM A53 – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless

ASTM A108 – Standard Specification for steel Bar, Carbon and Alloy, Cold-Finished.

ASTM A123 – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.

ASTM A153 – Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

ASTM A307 – Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60,000 PSI Tensile Strength.

ASTM A325 – Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 KSI Minimum Tensile Strength.

ASTM A490 – Standard Specification for Structural Bolts, Alloy Steel, Heat-Treated, 150 KSI Minimum Tensile Strength.

ASTM A500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.

ASTM A501 – Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.

ASTM A563 – Standard Specification for Carbons and Alloy Steel Nuts

ASTM A572 – Standard Specification for High-Strength Low-Alloy Columbium Vanadium Structural Steel.

ASTM A673 – Standard Specification for Sampling Procedure for Impact Testing of Structural Steel

ASTM A780 – Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.

ASTM A992 – Standard Specification for Structural Steel Shapes.

ASTM A1085 – Standard Specification for Cold-Formed Welded Carbon Steel Hollow Structural Sections (HSS)

ASTM B695 – Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel

ASTM F436 – Standard Specification for Hardened Steel Washers.

ASTM F844 – Standard Specification for Washers, Steel, Plain (Flat), Unhardened for General Use.

ASTM F1554 – Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-Ksi Yield Strength.

ASTM F1852 – Standard Specification for "Twist Off" Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.

ASTM F2280 – Standard Specification for "Twist Off" Type Tension Control Structural Bolt/Nut/Washer Assemblies, Steel, Heat Treated, 150 ksi Minimum Tensile Strength.

1.03 SUBMITTALS

A. Refer to Structural Quality Assurance Plan in the Structural Drawings for additional submittal requirements.

B. Shop Drawings:
1. Contact Structural Engineer's Construction Administrator prior to detailing structural steel shop drawings.
2. Shop drawings shall be submitted on a 24" x 36" sheet minimum.
3. Shop drawings shall clearly indicate the profiles, sizes, ASTM Grade, spacing and locations of structural steel members, including connections, attachments, anchorages, framed openings, sizes and types of fasteners, method of tightening fasteners, cambers, and the number, type and spacing of the stud shear connectors and headed studs.
4. Beam sizes shall be shown on the erection drawings (plans).
5. Submit shop drawings for review.

6. Reproduction of Structural Drawings for shop drawings is not permitted. Electronic drawing files will not be provided to the Contractor.

C. Maintain at construction office written welding procedures for each type of welded joint used in accordance with AWS D1.1.

D. Submit certification that the fabricator meets the required qualifications and ultrasonic testing reports for complete penetration welds. If fabricator has an independent testing agency inspect fabrication as required by these specifications, submit the name and qualifications of the independent testing agency.

E. Upon request, submit the erection sequence and procedures to be used by the steel erector.

1.04 QUALITY ASSURANCE

A. Refer to the Structural Quality Assurance Plan in the Structural Drawings.

1.05 STORAGE

A. Store materials off ground to permit easy access for inspection and identification. Store steel members and packaged items in a manner that provides protection against contact with deleterious materials.

1.06 FABRICATOR'S QUALIFICATIONS

A. Steel fabricator shall meet the requirements in the Structural Quality Assurance Plan in the Structural Drawings.

PART 2 PRODUCTS

2.01 ANCHOR RODS

A. Anchor Rods: Headed rod or a threaded rod with a heavy hexagonal nut and plate washer welded to the bottom of the threaded rod conforming to ASTM F1554.

B. Nuts and Washers: Two hexagonal nuts and two plate washers conforming to ASTM A36 for each anchor rod assembly.

2.02 ROLLED STEEL SHAPES, PLATES, AND BARS

A. Rolled Steel Shapes, Plates, and Bars: ASTM A36; ASTM A572, Grade 50; or ASTM A992 as indicated by the Structural Drawings. ASTM A572, Grade 50 may be substituted for ASTM A992.

2.03 SQUARE, RECTANGULAR AND ROUND STEEL HOLLOW STRUCTURAL SECTIONS (HSS)

A. Hollow structural sections:
1. Rectangular and Square: ASTM A500 Grade B, 46 ksi minimum yield strength
2. Round: ASTM A500 Grade B, 42 ksi minimum yield strength

2.04 PIPE STEEL STRUCTURAL SECTIONS

A. Pipe Structural Sections: ASTM A53, Gr. B, 35 ksi minimum yield strength.

2.05 NON-HIGH-STRENGTH FASTENERS

A. Non-High-Strength Bolts: ASTM A307, Grade A, 60 ksi minimum, where noted on the Structural Drawings.

B. Hardened Steel Washers: ASTM F436.

2.06 HIGH-STRENGTH FASTENERS

A. High-Strength Bolts: ASTM A325 or ASTM A490 as noted on the Structural Drawings. 3/4-inch minimum diameter.

B. Hardened steel washers shall conform to ASTM F436.

C. Spline-Type Tension Control Bolts: ASTM spline-type tension control bolts with plain hardened washers and suitable nuts are an acceptable alternate design bolt assembly.

D. Do not use load indicating washers.

2.07 EXPANSION ANCHORS

A. Expansion Anchors: See Structural Notes.

2.08 ADHESIVE ANCHORS

A. Adhesive Anchors: See Structural Notes.

2.09 SCREW ANCHORS

A. Screw Anchors: See Structural Notes.

2.10 HEADED STUDS

A. Headed Studs: ASTM A108, comply with AWS D1.1. Provide studs with the diameter shown on the Structural Drawings.

2.11 WELD ELECTRODES

A. Weld Electrodes: AWS A5.1, A5.5, A5.l7, or A5.20 E-70 series low hydrogen electrodes.

B. Provide E-70 series, low hydrogen electrodes with a minimum Charpy V-Notch (CVN) toughness of 20 ft.-lb. at 0 degrees Fahrenheit and 40 ft.-lb. at 70 degrees Fahrenheit for demand critical welds. Refer to the Structural Drawings for locations of demand critical welds.

C. Properly store electrodes to maintain flux quality.

2.12 PAINT

A. Oxide Primer: AISC Specifications, Code of Standard Practice, and SSPC Steel Structure Painting Manual, unless indicated otherwise.

B. Paint Primer: Free of lead and chromate and comply with State and Federal volatile organic compound (VOC) requirements.

C. Paint Primer: Compatible with finish coating.

PART 3 EXECUTION

3.01 GENERAL

A. Fabricate and erect structural steel in accordance with AISC Specifications and Code of Standard Practice.

B. Notify Architect/Structural Engineer and Structural Testing/Inspection Agency at least 48 hours prior to structural steel fabrication and erection.

3.02 ANCHOR ROD SETTING

A. Provide templates for setting anchor rods. Position anchor rods by using templates with two nuts to secure in place prior to placement of concrete.

B. Do not erect steel where anchor rod nuts will not have full threads.

3.03 CONNECTIONS

A. Provide a minimum of two fasteners at each bolted connection.

B. Ensure fasteners are lubricated prior to installation.

C. Provide high-strength bolted connections in accordance with AISC Specifications for Structural Joints using ASTM A325 or A490 Bolts.

D. Provide connections for expansion and contraction where steel beams connect to concrete walls or concrete columns and at expansion joints. Secure nuts on bolts against loosening. (Dent threads with a chisel.)

3.04 FASTENER INSTALLATION

A. Bolts shall be installed in holes of the connection and brought to snug tight condition. Tighten connection progressing systematically from the most rigid part to the free edges of the connection to minimize relaxation of the bolts.

B. High-strength bolts installed shall have a hardened washer under the element turned in tightening.

C. Installation and tightening of bolts shall conform to the AISC Specifications for Structural Joints.

3.05 EXPANSION ANCHOR INSTALLATION

A. Install in accordance with manufacturer's recommendation and the ICC ESR report for the particular anchor used.

B. Minimum Embedment: See Structural Notes on Drawings.

3.06 ADHESIVE ANCHOR INSTALLATION

A. Install in accordance with manufacturer's recommendation and the ICC ESR or IAPMO-UES report for the particular anchor used.

B. Minimum Embedment: See Structural Notes on Drawings.

3.07 SCREW ANCHOR INSTALLATION

A. Install in accordance with manufacturer's recommendation and the ICC ESR report for the particular anchor used.

B. Minimum Embedment: See Structural Notes on Drawings.

3.08 HEADED STUDS

A. Headed studs shall be installed in accordance with AWS D1.1 with the resulting in-place length after burn-off as shown on the Structural Drawings.

B. Do not locate headed studs closer than 1-1/4 inches from the edge of embedded steel member to the centerline of the stud.

C. Remove ceramic arc shields after welding studs.

3.09 WELDING

A. Comply with AWS D1.1. Use prequalified weld procedures.

B. Provide end returns where fillet welds terminate at ends or sides. Returns shall be continuous for a distance of not less than two times the nominal size of the weld.

C. Complete penetration joints shall be backgouged to sound metal before the second side is welded or have 1/4-inch root opening with 3/16 x 1 inch backing bar. Access holes are required. Filling access holes is not required.

D. Remove all slag and weld splatter from deposited weld metal.

3.10 SPLICING

A. Splice members only where indicated unless authorized in writing by Structural Engineer.

B. Provide shim plates at bottom flange splice at continuous beam splices with different depths.

3.11 CUTTING

A. Do not use flame cutting to correct errors unless authorized in writing.

B. Re-entrant corners shall have a minimum radius of one inch and be free of notches. Notches and gouges resulting from flame cutting shall be finished to a smooth appearance.

3.12 MILL SCALE

A. Remove loose mill scale.

3.13 BOLT HOLES

A. Cut, drill, or punch holes perpendicular to metal surfaces. Do not enlarge holes by burning. Drill or punch holes in bearing plates. Remove burrs.

3.14 PAINTING

A. Paint steel that is not encased in concrete, plaster, or sprayed fireproofing. Do not shop paint in areas to be field welded, contact surfaces of slip critical connections, or areas to receive special finishes.

B. Field paint as required steel that has been welded or that is unpainted after connections have been tightened.

END OF SECTION 051200

SECTION 099000 - PAINTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 RELATED REQUIREMENTS

A. Section 055000 - Metal Fabrications: Shop-primed items

1.03 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency

B. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications

C. ASTM D 4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials

D. GreenSeal GS-11 - Paints

1.04 SUMMARY

A. This Section includes surface preparation and field painting of exposed interior items and surfaces including surface preparation and primer.

1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

B. VOC data: Submit Green Seal GS-11 and/or GC-03 compliance documents and description of the basis for compliance.

C. Submit environmental data in accordance with Table 1 of ASTM E2129 for products provided under work of this Section.

D. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.

1. **It shall be the full responsibility of the painter to verify all paint, types to determine if paint(s) system specified are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by painter/manufacturer based on testing and field experience. All existing painted surfaces shall be tested to ensure product compatibility and to ensure that the paint bonds will not fail.**

E. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1. Prefinished items include the following factory-finished components:
    a. Architectural woodwork
    b. Elevator entrance doors and frames
    c. Elevator equipment
    d. Finished mechanical and electrical equipment
    e. Light fixtures
2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
    a. Furred areas
    b. Ceiling plenums
    c. Pipe spaces
    d. Duct shafts

3. Finished metal surfaces include the following:
    a. Anodized aluminum
    b. Stainless steel
    c. Chromium plate
    d. Bronze and brass
4. Operating parts include moving parts of operating equipment and the following:
    a. Valve and damper operators
    b. Linkages
    c. Sensing devices
    d. Motor and fan shafts
5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.05 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

1.06 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.

C. Manufacturer's Instructions: Indicate special surface preparation procedures.

D. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

E. VOC Content: Determine VOC (Volatile Organic Compound) content of solvent borne and waterborne paints and related coatings in accordance with EPA Method 24 or ASTM D3960.

F. Product Data: For each paint system indicated. Include primers.
1. When proposing another manufacturers product other than product specified, a complete cross-reference list must be included with the submittal. Shop drawings will be automatically returned if the list is not included.
2. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
3. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.

G. Samples for Initial Selection: For each type of finish-coat material indicated.
1. After color selection, Architect will furnish color chips for surfaces to be coated.
2. The painter is required to submit drawdowns of each paint color for review of color and sheen match.

1.07 QUALITY ASSURANCE

A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

B. Source Limitations: Obtain primers for each coating system from the same manufacturer as the finish coats.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
   1. Product name or title of material
   2. Product description (generic classification or binder type)
   3. Manufacturer's stock number and date of manufacture
   4. Contents by volume, for pigment and vehicle constituents
   5. Thinning instructions
   6. Application instructions
   7. Color name and number
   8. VOC content

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.
   1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

1.09 PROJECT CONDITIONS

A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).

B. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
   1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

C. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

1.10 EXTRA MATERIALS

A. See Section 016000 - Product Requirements, for additional provisions.

B. Supply 1 gallon of each color; store where directed.

C. Label each container with color in addition to the manufacturer's label.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles or approved equivalent as manufactured by one of the following manufacturers.

C. Paint Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
1. ICI Paints & Devoe High Performance Coatings (ICI)
2. Sherwin-Williams Co. (Sherwin-Williams)
3. Coronado Paint Company (Coronado)
4. PPG Paints, Inc. (Pittsburgh & Porter Paints)
5. Farrell Calhoun Paint

D. Toxicity/IEQ: Comply with applicable regulations regarding toxic and hazardous materials, and as specified. Paints and coatings must meet or exceed the VOC and chemical component limits of Green Seal requirements.
1. Interior paint: Comply with GS-11
2. Exterior paint: Comply with GS-11

2.02 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

2.03 PAINTS AND COATINGS - GENERAL

A. Toxicity/IEQ: Comply with applicable regulations regarding toxic and hazardous materials, and as specified. Paints and coatings applied on site shall comply with the following VOC content limits:
1. Interior paint: Comply with GS-11
2. Anti-corrosive & anti-rust: 250 g/L

B. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
2. Supply each coating material in quantity required to complete entire project's work from a single production run.
3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

C. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

D. Chemical Content: The following compounds are prohibited:
1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings)
2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride

2.04 PAINT SYSTEMS - INTERIOR

A. Interior Primers:
   1. Interior Ferrous Metal Primer: Factory formulated quick drying rust inhibitive alkyd based metal primer
      a. Sherwin-Williams Pro-Industrial Pro-Cryl Universal acrylic Primer B66-310 series VOC 110 g/l 2.0-4.0 mils DFT
      b. PPG Industries Pitt-Tech Plus Int/Ext DTM Industrial Primer 90-912 series VOC < 100 g/l
      c. Farrell Calhoun Tuff-Boy 1069 Rust-Stop Primers
      d. Benjamin Moore & Co. Products
         1) Interior Ferrous Metal Primer, P06 Alkyd Metal Primer

B. Interior Finish Coats:
   1. Interior Finish Coats - Metal Excluding Stair and Ramp Railings: Factory formulated water based alkyd urethane enamel:
      a. Sherwin Williams; Pro-Industrial, water based alkyd urethane, number B53-1050 series, gloss (B53-1150 semi-gloss, B53-1250 low sheen) VOC 50 g/l <0.42 lb/gal, wet mils 4.0 - 5.0, dry mils 1.4 - 1.7
      b. Benjamin Moore & Co. 79301 Advance waterborne interior alkyd semi-gloss
      c. PPG Industries 1506-0110 Lifemaster Oil interior/exterior semi-gloss
      d. Farrell Calhoun Rustoleum Sierra S60 Water-Based Epoxy Maintenance Coating

2.05 ACCESSORY MATERIALS

A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Test existing finishes for lead before sanding, scraping, or removing. If lead is present, conform to procedures applicable when hazardous or contaminated materials are discovered.

B. Substrate: Install formaldehyde-free MDF, particle board, or straw particle board.

C. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application. Comply with procedures specified in PDCA P4.
   1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
   2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.

D. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
   1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.

E. Indoor Air Quality: Provide temporary ventilation during work of this section.

F. Waste Management: As specified in Section 01351 - Waste Management and as follows:
   1. Coordinate with manufacturer for take-back program. Set aside scrap to be returned to manufacturer for recycling into new product. Close and seal all partially used containers of paint to maintain quality as necessary for reuse.

3.02 PREPARATION

A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
   1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
   1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
   2. **Required Surface Preparation:**
      a. **Step 1 - Dust wall and other surfaces to receive paint by working down with a dust mop, static duster, or feather duster.**
      b. **Step 2 - Clean surface with a mild detergent using a sponge or soft cloth. Avoid using cleaners containing alcohol on latex paint, as alcohol can dissolve and damage the paint film.**
      c. **Step 3 - Wash surfaces from the bottom up to avoid water running down the wall over the dirt.**
      d. **Step 4 - Rinse out the sponge in clean water until the cleaning solution is removed. Use the cleaned sponge to thoroughly rinse the washed area. Residual cleaner will interfere with adhesion of paint applied subsequently.**
      e. **Step 5 - Use a soft cloth or towel to blot excess water off the paint film.**
      f. **Refer to Item C below for additional requirements.**

C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
   1. Provide barrier coats over incompatible primers or remove and reprime.
   2. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
      a. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.

D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
   1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
   2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
   3. Use only thinners approved by paint manufacturer and only within recommended limits.

E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.03 APPLICATION

A. Paint Strippers: Compounds that do not contain methylene chloride tend to be slower-acting than conventional paint strippers and may take from one hour to overnight to work. Comply with manufacturer's recommendations for application.

B. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
3. Provide finish coats that are compatible with primers used.
4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
2. Omit primer over metal surfaces that have been shop primed and touchup painted.
3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

D. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.

E. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.

F. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

G. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

H. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.04 INDOOR AIR QUALITY

A. Wear protective clothing and respirators when applying oil-based paints or using spray equipment with any paints.

B. Maximize ventilation during application and drying.

C. Isolate area of application from rest of building.

D. Vacate space for as long as possible after application. Wait a minimum of 48 hours before occupying freshly painted rooms.

3.05 CLEANING

A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
   1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.06 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
   1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.07 INTERIOR PAINT SCHEDULE

A. Ferrous Metal: Provide the following finish systems over ferrous metal:
   1. Semigloss Acrylic-Enamel Finish: Two finish coats over a primer
      a. Primer: Interior ferrous-metal primer
      b. Finish Coats (Minimum Two): Interior semigloss acrylic enamel

3.08 WASTE MANAGEMENT

A. Separate waste in accordance with the Waste Management Plan. Set aside extra paint for future color matches, or reuse by Owner. Where local options exist for leftover paint recycling, collect all waste paint by type and provide for delivery to recycling or collection facility.

B. Close and tightly seal all partly used paint and finish containers and store protected in well-ventilated, fire-safe area at moderate temperature.

C. Place empty containers of solvent-based paints in areas designated for hazardous materials.

D. Do not dispose of paints or solvents by pouring on the ground. Place in designated containers for proper disposal.

END OF SECTION