

Project Manual



CHRISTIAN COUNTY
— PUBLIC SCHOOLS —
A Community Committed to Phenomenal Schools

New Consolidated High School – Mass Grading Christian County Public Schools

**US 41-A & Lover's Lane,
Hopkinsville, KY**

HAFFER

architects ▪ designers ▪ engineers

21 Southeast Third Street
Suite 800
Evansville, Indiana 47708

Architect's Project No. 2106-204
KDE BG # 22-104

January 2022

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ADVERTISEMENT TO BID:

- A. The Christian County Public Schools Board of Education will receive sealed bids for the Bid Package listed for the New Consolidated High School – Mass Grading. Bids will be received at the Christian County Board of Education, 200 Glass Ave., Hopkinsville, KY 42240, where the bids will be publicly opened and read aloud. All bids must be received on or before **2:00PM** (local time), **DATE, 2022**. Any bids received after the designated time will be returned unopened. Bids shall be delivered in sealed envelopes bearing the name and address of bidder and indicating identification of the project and with “**Attn: Josh Hunt**” clearly written on the envelope.
- B. The term Project as used herein shall refer to:
- New Consolidated High School – Mass Grading
US 41-A & Lover’s Lane
Hopkinsville, KY, 42240
- C. The term Architect as used herein shall refer to:
- HAFER PSC
Suite 800
21 Southeast Third Street
Evansville, Indiana 47708
- D. The term Owner as used herein shall refer to:
- Christian County Public Schools
200 Glass Ave
Hopkinsville, KY 42240
- E. Proposals for the work as indicated on the contract documents will be received as follows:
- Single Prime Contract: Bid shall include Civil Construction, Plumbing Construction.
- F. Procurement of Documents: Bidding documents may be reviewed on-line and purchased from MACO-Evansville Blueprint Co, 600 Court Street, Evansville, Indiana (812.464.8108) upon written request. Requests for Documents to be purchased must contain precise instructions as to the actual Drawing Sheets and Project Manual Sections desired. All such purchased documents will be printed on an individual basis and orders will be filled within twenty-four (24) hours of receipt of written request. Sets of Contract Documents can be obtained by depositing of a check in the amount of **\$100** per set made payable to Hafer PSC. Full amount of deposit for up to three (3) sets of documents will be refunded to each general contractor upon return of the Contract Documents in good condition within ten (10) days after receipt of bids. MACO-Evansville Blueprint Co. will be the sole judge as to the acceptability of the returned documents.
- a. One (1) set of Bidding Documents consists of one (1) Project Manual and one (1) Complete Set of Drawings.
- G. Addenda will be issued automatically to all known recipients of complete sets of Bidding Documents only. Other parties may purchase Addenda from MACO-Evansville Blueprint Co.

- H. After award of contract, the contractor shall be furnished with Ten (10) sets of plans and specifications. Additional sets of plans and specifications shall be supplied at the Architect's normal cost of reproduction.
- L. All work shall meet requirements of the drawings, specifications and other Contract documents prepared by Hafer PSC. These contract documents are on file and may be examined at the office of the Architect.
- M. The Owner reserves the right to reject any and all bids and to waive any informalities in the bidding.
- N. All bidders shall submit a list of sub-contractors and suppliers no later than twenty-four (24) hours after receipt of bids. Also include mechanical, plumbing and electrical sub-contractors and suppliers.
- O. A pre-bid conference will be held on **DATE at 10:00 a.m.** The location will be at **LOCATION**. The pre-bid conference will be attended by representatives of the Owner and the Architect. Pre-Bid meeting is non-mandatory.
- P. Each Proposal shall be accompanied by a certified check, cash or bidders bond, executed by the Bidder and Surety Company, IN THE SUM OF NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE BASE PROPOSAL The bid security is required as a guarantee that if the Proposal is accepted a Contract will be immediately entered into and the performance of it properly secured.
- Q. Proposal Forms must be properly filled out. No qualifying letters or statements will be considered. No bidder may withdraw a Bid submitted for a period of sixty (60) days after the date set for the opening of Bids.
- R. In the event the Bidder to whom the Contract is awarded fails to execute a satisfactory Contract and Bond, he shall be eliminated and shall forfeit his certified check, cash or his Bid bond and shall be liable for the loss occasioned by the owner by such failure.

END OF ADVERTISEMENT TO BID

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

Instructions to Bidders



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

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

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

Instructions to Bidders

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

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

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

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

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

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

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Copies

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

§ 3.1.2 (Not Used)

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

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

§ 3.2 Interpretation or Correction of Bidding Documents

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

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

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

§ 3.3 Substitutions

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

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

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

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

§ 3.4 Addenda

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

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

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

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

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

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

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

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

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

§ 4.2 Bid Security

§ 4.2.1 Each Bid greater than \$25,000 shall be accompanied by bid security in the form of a Bond provided by a Surety Company authorized to do business in the Commonwealth of Kentucky, or in the form of a certified check, and in an amount equal to at least five percent (5%) of the Base Bid amount, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payments of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

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

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

§ 4.3 Submission of Bids

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

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

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

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

§ 4.4 Modification or Withdrawal of Bid

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

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

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

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

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

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

§ 5.2 Rejection of Bids

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

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

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

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

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

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

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

§ 6.2 (Not Used)

§ 6.3 Submittals

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

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

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

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

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

§ 6.4 List of Materials, Suppliers, and Manufacturers

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

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

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

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

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

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

§ 6.5 Unit Prices

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

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

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

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

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

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

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

§ 6.6 Bid Division, Material Suppliers, and Purchase Orders

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

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

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

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

§ 7.2 Time of Delivery and Form of Bonds

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

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

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

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

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

§ 9.1 Labor Regulations

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

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

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

§ 9.2 Davis-Bacon Act Provisions

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

ARTICLE 10 TAXES

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

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

§ 10.2 Federal Excise Tax

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

ARTICLE 11 POST BID REVIEW AND MATERIAL SUBMITTAL

§ 11.1 Representative at Bid Opening

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

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

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

ARTICLE 12 EQUAL EMPLOYMENT AND NONDISCRIMINATION

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

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

[Reference KRS 45A.455]

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

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

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

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

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

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

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

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



This version of AIA Document A101[™]–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101–2007 does not imply the American Institute of Architects’ endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

Cite this document as “AIA Document 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.”

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.01 EXAMINATION AND DOCUMENTS

- A. Prior to submitting bids, bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents. Coordination with existing conditions, including general, mechanical and electrical, is included in the Contractor's responsibilities.
- B. The purpose and intent of the Contract Documents is to achieve a fully completed Project. Each Bidder shall be responsible for including costs necessary to provide labor and materials for the portion of the Work bid upon and shall include all incidentals whether or not specifically called for in the Contract Documents.
- C. No claims for extra compensation shall be granted which are the result added unforeseen tariffs, of a Bidder's error or oversight (on the Bidder's part) or the failure to thoroughly examine and/or become familiar with the Contract Documents and/or properly compensate for means and methods to adhere to and comply with the specified Substantial Completion Dates.
- D. Only written Addendum items shall be considered legally binding. Verbal interpretations, made as a courtesy, are not legally or contractually binding.

1.02 VOLUNTARY SUBSTITUTIONS

- A. All Base Bids shall include only materials and methods specified in the Project Manual or listed as acceptable in an Addendum issued by the Architect prior to the deadline for receipt of bids.
- B. Voluntary substitutions or alternates will not be accepted and shall not be submitted with the bid.

1.03 BID FORM

- A. Make proposals upon the forms provided herein, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations or provisions attached to the bid will be cause for rejection. If alterations by erasure or interlineation are made for any reason, explain such erasure or interlineation with a signed statement from the Bidder.
- B. Bids must be for the entire work covered by the Bid Form and the Contract Documents. Bids shall be submitted on a stipulated sum basis.
- C. Deliver to the address given in the Invitation to Bid on or before the day and hour set for submission of proposals. Enclose each proposal in a sealed envelope. Submit only the original signed copy of the proposal. It is the sole responsibility of the Bidder to see that his proposal is received on time.

1.04 CONSIDERATION OF BIDS AND ACCEPTANCE OF BIDDER

- A. The Owner reserves the right to accept any bid, and to reject any and all bids, or to negotiate Contract Terms with the various Bidders, when such is deemed by the Owner to be in his best interest.
- B. Each bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the contract.
- C. The failure of a Bidder to submit the requested information with the Bid may be grounds for rejection of the Bid.
- D. The Owner also reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or to complete Work of a similar nature on time, who is not in a position to perform the Work of the Contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded obligations to subcontractors, suppliers, material fabricators and/or employees.

1.05 EXECUTION OF CONTRACT

- A. The Contract Form upon which the Agreement for construction of this project will be based is AIA Document A101, Standard Form of Agreement Between Owner and Contractor, 2007 Edition, Stipulated Sum, KDE Version
- B. The bidder to whom the Contract is awarded shall, within five (5) calendar days after notice and award of receipt of Contract forms from the Owner, sign and deliver required copies to the Owner.
- C. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents.
- D. Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Failure or refusal to provide Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.
- E. The Architect and Owner's Representative will receive the completed subcontractor and materials list proposed by the Contractor by email no later than 1:00 p.m. on the day following the bidding. Said list shall be confirmed in writing within forty-eight (48) hours thereafter. If low bidders do not comply with same, Architect and School Corporation will consider the bid incomplete and may take any action required to obtain a complete and responsible bid

END OF SECTION

BG No. 22-104

Date: _____ To: (Owner) _____

Project Name: _____ Bid Package No. _____

City, County: _____

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
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

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.

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.	Earthwork	
2.	Storm Sewer Piping	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the Contractor)
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		
26.		
27.		
28.		
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36.		
37.		
38.		
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.

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

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
27.			
28.			
29.			
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31.			
32.			
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35.			
36.			
37.			
38.			
39.			
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.

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
1.	Removal of unsatisfactory soil and replacement with satisfactory soil material.		
2.	Rock excavation and replacement with satisfactory soil material.		
3.	Chemical stabilization of native soils.		
4.			
5.			
6.			
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.			
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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.

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

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
20.			
21.			
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41.			
42.			
43.			
44.			

	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
49.			
50.			

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.

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

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

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

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

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

Name	Title
------	-------

Name of Company

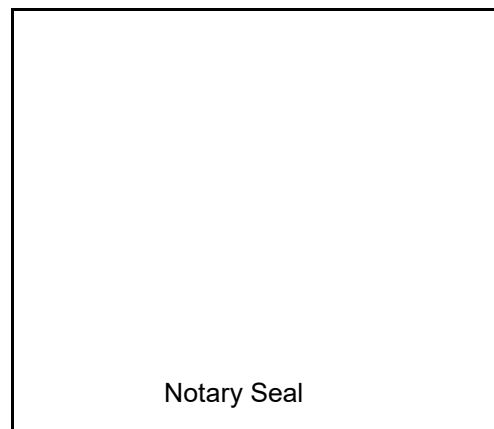
Subscribed and Sworn to Me this

_____ day of _____,
20_____.

Notary Signature

My Commission expires:

_____, 20_____.



Notary Seal



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

ADDITIONS AND DELETIONS:

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1886743651)

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

Init.

/

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.



This version of AIA Document A101–2007 is modified by the Kentucky Department of Education. Publication of this version of AIA Document A101 does not imply the American Institute of Architects' endorsement of any modification by the Kentucky Department of Education. A comparative version of AIA Document A101–2007 showing additions and deletions by the Kentucky Department of Education is available for review on the Kentucky Department of Education Web site.

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Init.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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- 7 TERMINATION OR SUSPENSION
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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.

Init.

§ 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)	\$

Init.

§ 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
------	-------

Init.

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.)

- .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.)

§ 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)

§ 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
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§ 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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Init.

§ 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
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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:

Init.

(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)

Init.

Kentucky Department of Education Version of AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place
of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name

and Title:

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

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

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

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

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

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

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

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

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

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

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

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

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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

§ 16.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 16.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 16.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 16.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

Kentucky Department of Education Version of AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place
of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount:

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name

and Title:

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

Signature: _____

Name

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

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

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

§ 18 Modifications to this bond are as follows:

§ 18.1 Surety Company shall be licensed to conduct business in the Commonwealth of Kentucky.

§ 18.2 Insurance Agency and Agents issuing bond shall be registered and licensed to conduct business in the Commonwealth of Kentucky with the appropriate Power of Attorney included.

§ 18.3 Bond shall comply with all statutory requirements of the Commonwealth of Kentucky including the Kentucky Unemployment Insurance Law.

§ 18.4 No suit, action or proceeding by reason or any default whatever shall be brought on this bond after two (2) years from the date on which final payment of the contract fall due and provided further that if any alterations or additions which may be made under the contract or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract or any other forbearance on the part of either the Owner or the Principal shall not, in any way, release the Principal and Surety, or either of them, their heirs, executors, administrators, successors, or assigns for their liability hereunder. Notice to the Surety of any such alterations, extensions, or forbearance being expressly waived.

This obligation shall remain in force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

DRAFT AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	PROJECT: Blank Documents	APPLICATION NO: 001	Distribution to:
		PERIOD TO:	OWNER: <input type="checkbox"/>
FROM	VIA	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
CONTRACTOR:	ARCHITECT:	CONTRACT DATE:	CONTRACTOR: <input type="checkbox"/>
		PROJECT NOS: / /	FIELD: <input type="checkbox"/>
			OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0.00
b. 0 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	0.00
(Line 4 Less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	0.00
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____

Date: _____

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract



Environmental and Public Protection Cabinet
Office of Housing, Buildings and Construction
Division of Building Codes Enforcement
101 Sea Hero Rd
Frankfort, KY 40601

Case Number: _____
Project Name: _____
City/County: _____

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

Comes the Applicant, (Please Print Name) _____ and
states pursuant to KRS 198B.060(10), that all contractors and subcontractors employed or that will be
employed on any activity under the above referenced project shall be in compliance with the
Commonwealth of Kentucky requirements for Workers' Compensation Insurance (according to KRS
Chapter 342) and Unemployment Insurance (according to KRS Chapter 341).

This the _____ day of _____, 20____.

CONTRACTOR, OWNER OR OWNER'S AGENT

The foregoing Affidavit of Assurance was acknowledged and sworn to before me by
_____, Applicant, on this the _____ day of _____, 20____.

NOTARY PUBLIC
KENTUCKY STATE AT LARGE

MY COMMISSION EXPIRES _____, 20__.

Note: This Affidavit of Assurances shall be submitted for any project under State jurisdiction and where there is no local building official. Persons claiming exemption to the Workers' Compensation Laws should file a Waiver with the Kentucky Department of Workers' Claims, Division of Security & Compliance, 657 1270 Louisville Road, Frankfort, Kentucky 40601. (800/554-8601).





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DRAFT AIA[®] Document G706[™] - 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Blank Documents

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General Construction

TO OWNER: (Name and address)

CONTRACT DATED:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY: _____

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

DRAFT AIA[®] Document G706A[™] - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

Blank Documents

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General
Construction

CONTRACT DATED:

TO OWNER: *(Name and address)*

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)



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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 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.

§ 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.

§ 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

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

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.

§ 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.

§ 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

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.

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

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)

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.

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.

§ 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.

§ 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

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

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.

§ 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

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.

- .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.

§ 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.

§ 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.

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

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

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

- (1) Worker's Compensation:
 - a. State Statutory
 - b. Applicable Federal (e.g., Longshoreman's) Statutory
 - c. Employer's Liability \$500,000
- (2) Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protection; Product Liability and Completed Operations; Broad Form Property Damage):
 - a. General Aggregate (except Products-Completed Operations) \$1,000,000
 - b. Products-Completed Operations Aggregate \$1,000,000
 - c. Personal/Advertising Injury (per person/organization) \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Limit per Person Medical Expense \$10,000
 - f. Exclusions of Property in Contractors Care, Custody or Control will be eliminated.
 - g. Property Damage Liability Insurance will provide Coverage for Explosion, Collapse, and Underground Damage.
- (3) Contractual Liability:
 - a. General Aggregate \$1,000,000
 - b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
- (4) Automobile Liability:
 - a. Bodily Injury \$500,000 Each Person
\$1,000,000 Each Accident
 - b. Property Damage \$500,000 Each Accident, or
a combined single limit of \$1,000,000
- (5) Liability coverage for the Owner, the Architect, the Architect's Consultants and others listed in the Supplementary Conditions will be provided (subject to customary exclusions for professional liability), by endorsement as additional insured's on the Contractor's Liability Policy.
- (6) Excess Liability Umbrella Form:
 - a. General Aggregate \$1,000,000
 - b. Each Occurrence \$1,000,000

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

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be 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

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.

§ 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

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.

§ 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

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

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.

§ 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.

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

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

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

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

§ 15.3 Mediation

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The following supplements modify AIA Document A201 – 2007, General Conditions of the Contract for Construction. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

Provisions of the General Conditions, which relate in general to responsibilities of the Contractor, are modified in Division 1 "General Requirements" of the Specifications.

Whenever the word "Architect" appears within the AIA Document and these supplements thereto, change to the word "Architect/Engineer".

ARTICLE 1 GENERAL PROVISIONS

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add Section 1.2.1.1 to Section 1.2.1:

1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 Modifications
- .2 The Agreement
- .3 Addenda, with those of later date having precedence over those of earlier date.
- .4 The Supplementary Conditions
- .5 The General Conditions of the Contract for Construction
- .6 Division 1 of the Specifications
- .7 Drawings and Division 2-49 of the Specifications
- .8 Other documents specifically enumerated in the Agreement as part of the Contract Documents

In the case of conflicts or discrepancies between Drawings and Divisions 2-49 of the Specifications, or within or among the Contract Documents and not clarified by Addendum, the Architect will determine which takes precedence in accordance with Sections 4.2.11, 4.2.12 and 4.2.13.

ARTICLE 2 OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.5 DELETE Section 2.2.5 in its entirety and SUBSTITUTE the following:

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor for each contract will be furnished, free of charge, five (5) copies of Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage, and handling.

ARTICLE 3 CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add Section 3.2.2.1 to Section 3.2.2:

3.2.2.1 Contractors shall not scale dimensions from the drawings unless specifically directed by the Architect.

3.2.5 Add Section 3.2.5 to 3.2:

3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for evaluating and responding to the Contractor's request for information that are not prepared in accordance with Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.4 LABOR AND MATERIALS

3.4.2 Add Section 3.4.2.1 to Section 3.4.2:

3.4.2.1 After the Contract has been executed, the Owner and Architect will consider requests for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
- .2 represents that it will provide the same warranty for the substitutions as it would have provided for the product specified.
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitute, making sure changes as may be required for the Work to be complete in all respects.

Add the following to the end of Section 3.4.2:

3.4.2.2 The Owner shall be entitled to reimbursement from the Contractor for amount paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.11 Add Section 3.12.11 to Section 3.12:

3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.2.1 Add Section 4.2.2.1 to Section 4.2:

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

4.2.11 Add to Section 4.2.11 after the first sentence of the paragraph the following:

"The Architect shall not be required to make interpretations as to construction means, methods, techniques, procedures or other matters for which the Architect has no responsibility".

4.2.13 Add the following to Section 4.2.13:

"The term "aesthetic effect" as used herein refers to color, texture, profile and relationship of masses. The Architect shall be the sole interpreter of the design intent with respect to such matters, but the Architect's authority with respect thereto shall not contravene any other rights of either the Owner or the Contractor ascribed to them by other provisions of the Contract."

ARTICLE 8 TIME

8.2 PROGRESS AND COMPLETION

8.2.3 Delete Section 8.2.3 in its entirety and SUBSTITUTE the following:

8.2.3 The Contractor shall proceed with construction expeditiously, regularly, diligently, and uninterrupted at such rate of progress as will ensure substantial completion thereof within the time specified. By executing the Contract, the Contractor expressly understands and agrees that the time for the completion of the Work described therein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in the locality of the Project.

ARTICLE 9

9.8 SUBSTANTIAL COMPLETION

9.8.3 Add Section 9.8.3.1 to Section 9.8.3:

9.8.3.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial

Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Add Section 9.10.1.1 to Section 9.10.1:

9.10.1.1 The Architect will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for any additional inspections.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.2 Add Sections 10.2.2.1 and 10.2.2.2 to 10.2.2:

10.2.2.1 The Contractor Documents and all phases of construction shall be governed at all times by applicable provisions of the Federal, State and Local Laws, rules and regulations.

10.2.2.2 The Contractor shall be liable for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations.

10.2.4 Add Sections 10.2.4.1 to 10.2.4:

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

ARTICLE 15 CLAIMS AND DISPUTES

15.1.5 REQUESTS FOR ADDITIONAL COST AND EXTENSION OF TIME

15.1.5 Add the following Sections 15.1.5.3 and 15.1.5.4 to Section 15.1.5:

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

15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have

concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

END OF SUPPLEMENTARY CONDITIONS



**Geotechnical Engineering
Exploration**

**Project:
Christian County Public Schools
New High School
Hopkinsville, Kentucky**

**Prepared for:
Christian County Public Schools**

November 19, 2021



November 19, 2021

Christian County Public Schools
c/o Rick Harper
Bell Engineering
107 Forbes Drive
Hopkinsville, KY 42240

**RE: Report of Geotechnical Exploration
Christian County Public Schools – New High School
Hopkinsville, Kentucky
L.E. Gregg Project Number: 2021028**

Mr. Harper,

L.E. Gregg Associates is pleased to present our report for the preliminary geotechnical exploration performed at the above referenced site. The attached report presents a review of the project information provided to us, a description of the site and subsurface conditions encountered, as well as any foundation and earthwork recommendations for the proposed project. The field explorations for this study were performed on the weeks of July 5th and October 4th, 2021.

Unless prior arrangements are made, any remaining soil samples will be discarded shortly after the issue date of this report. Rock cores will be retained for a period of 12 months and then discarded.

We appreciate the opportunity to assist you on this project. If we can be of further service on this or other projects, please contact us.

Respectfully,

L.E. GREGG ASSOCIATES

A handwritten signature in blue ink, appearing to read 'Steven Mortimer'.

Steven Mortimer, P.E.
Senior Engineer

A handwritten signature in blue ink, appearing to read 'Jason Ainslie'.

Jason Ainslie, P.E.
President

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1.0 INTRODUCTION

1.1 PURPOSE OF EXPLORATION

The general purpose of this exploration was to determine the general subsurface conditions existing at the project site through a program of controlled drilling, sampling, and testing and to evaluate these findings with respect to the foundation concept, design, and currently accepted engineering practices. The purpose and scope of services were based off of information provided by Bell Engineering and outlined in L.E. Gregg proposal P21-037, dated 6/25/21. More specifically, the objectives are:

1. Determine the textures, thicknesses, consistencies and general physical properties of the soil strata encountered at the boring locations, along with the depths to and elevations of the underlying bedrock surface beneath the proposed structure.
2. Determine the general geologic conditions existing at the site.
3. Determine the detailed characteristics of the underlying bedrock if rock is encountered at a depth where it may be considered an economical choice as the bearing medium.
4. Determine the existing surface and subsurface water conditions at the site and their relation to design, construction, and service of the proposed project.

2.0 PROJECT INFORMATION

2.1 BACKGROUND INFORMATION

Project information was provided in a request for proposal to L.E. Gregg Associates from Bell Engineering on behalf of Christian County Public Schools. The proposed project is for the construction of a new high school facility with associated athletic facilities, and parking and drive areas in Hopkinsville, Kentucky.

2.2 SITE SURFACE CONDITIONS

The project site is located near the intersection of Harry Berry Lane and Fort Campbell Boulevard and consists of approximately 95 acres of land. In reviewing currently available historical aerial imagery of the site, it appears that the property has been used for agricultural purposes since the 1950's. Sometime between 2006 and 2008, the property was partially developed for retail/commercial construction. During this time, grading activities were completed across the site for roadway and utility construction. The development of the property was never completed. Utilities consisting of water line, sewer line, and storm drainage were partially completed and grading activities stopped. There are incomplete roadbeds and manmade swales running across

the site due to this. There are also several areas of stockpiled stone and concrete drainage structures across the site.

2.3 SITE GEOLOGY

Geologic information was referenced from the Geologic map of the Hopkinsville quadrangle, Christian County, Kentucky, 1967. The bedrock is classified as the Ste. Genevieve Limestone of Upper Mississippian age. The Ste. Genevieve consists of limestone, dolomite, and shale. The limestone is generally white to very light gray and gray, coarse grained to aphanitic, medium to thick bedded, oolitic, clastic, argillaceous, dolomitic, fossiliferous, and cherty. The dolomite is generally light brownish gray to yellowish gray and light gray, fine to very fine grained, and thin to medium bedded. The shale is greenish gray and gray and occurs in thin beds and partings with some layers thickening from a few inches to a few feet in a relatively short distance. Chert occurs in a few thin zones, locally in abundance. However, in about 75 ft. of the formation that is well exposed at quarry at eastern edge of Hopkinsville, only about 5 ft. is cherty. At another quarry a few miles to south, only about 6 ft. of cherty beds occurs in about 135 ft. of well exposed section. A thick mantle of reddish-brown soil and residuum conceals bedrock over most of the area.

The karst potential in the vicinity of the site is characterized as karst intense. There are two mapped sinkholes located within the subject property and there are a plethora that are located within the surrounding area. It should be noted that sinkholes are common in this region and that caverns can extend laterally and may be unobserved from the ground surface.

There are no known faults on the site; however, a number of named and un-named faults are located to the north, northeast, and northwest of the site. Faults are common geologic structures across the Commonwealth of Kentucky and have been mapped in many counties. These faults represent seismic activity that has occurred several million years ago at the latest and there has been no activity along these faults in recorded history. Seismic risk associated with these faults is considered to be very low.

2.4 LABORATORY TESTING

The recovered soil samples were transported to L.E. Gregg's laboratory. Natural moisture content determinations (ASTM D2216), Atterberg limits (ASTM D4318), sieve analysis (ASTM D422), and visual/manual classifications (ASTM D2488) were conducted in general accordance with the American Society of Testing and Materials (ASTM) practices and standards.

3.0 EXPLORATION FINDINGS

3.1 SUBSURFACE CONDITIONS

General

Field testing procedures were performed in general accordance with ASTM practices, procedures, and standards. The borings were advanced using 4 in. solid flight augers. Samples were recovered in the undisturbed material below the tip of the auger using the standard drive sample technique in accordance with ASTM D 1586. A 2 in. O.D. (outside diameter) by 1 3/8 in. I.D. (inside diameter) split-spoon sampler was driven a total of 18 in. with the number of blows of a 140 lb. hammer falling 30 in. recorded for each 6 in. of penetration. The sum of the blows for the final 12 in. of penetration is referred to as the Standard Penetration Test (SPT) result, also known as the N-value, or blow count, which is recorded in blows per foot (bpf). Split spoon samples were generally recovered at 1.0, 3.5, 6.0, 8.5 ft., and at 5.0 ft. intervals thereafter. These intervals may be adjusted in the field if gravel, boulders, shot rock, asphalt, or concrete surfaces are encountered. The boreholes were backfilled immediately with auger cuttings and/or granular material for safety considerations.

Soil Conditions

The geotechnical exploration consisted of thirty-six (36) soil test borings, labeled B-16 thru B-52, and forty (40) rock line soundings, labeled S-16 thru S-56. Boring B-51 was omitted in the field. Several of the soundings were converted into soil test borings in the field. A preliminary geotechnical exploration was completed in July which consisted of fifteen borings and soundings, labeled B-1 thru B-15 and S-1 thru S-15, respectively. The approximate boring locations are shown on the boring layout in Appendix C.

The following subsurface descriptions are of a generalized nature in order to highlight the subsurface stratification features and material characteristics at the boring locations. The boring logs included in Appendix B of this report should be reviewed for specific information at each boring location. Information on actual subsurface conditions exists only at the specific boring locations and is relevant only to the time period that this exploration was performed. Variations may occur and should be expected at the site. All measurements listed below are approximate.

The subsurface conditions are described as follows:

Topsoil was encountered in a majority of the borings at depths ranging from 4 to 6 in. below the surface.

Previously Placed Fill consisting of lean to fat clay materials with root and/or rock fragments were encountered across the site either from the surface or below the topsoil materials to depths ranging from 1.0 to 6.5 ft. It is likely these materials were placed during the partial property

development between 2006 and 2008, and it is possible that these depths can be larger in isolated areas due to the swales created. The materials were silty and/or sandy, soft to very stiff, slightly moist to moist, reddish brown, light to dark brown, and/or gray in color with various amounts of black mineral deposits. The Standard Penetration Test (SPT) “N”-values ranged from 3 to 16 bpf.

Natural Lean to Fat Clays (CH) were found in all of the borings from beneath the topsoil or fill materials to refusal or termination depths. Weathered rock fragments and chert beds were generally encountered approaching the bedrock surface. The materials were generally silty and/or sandy, soft to very stiff, moist to very moist, and light brown to dark brown, tan, gray, and/or reddish brown in color with various amounts of black mineral deposits. The Standard Penetration Test (SPT) “N”-values ranged from 2 to 28 bpf.

The results for the soil test borings are summarized in Table 1.

Table 1 – Summary of Drilling Depths

Location	*Elevation (ft.)	Refusal Depth (ft.)	Refusal Elevation (ft.)
B-1	NA	5.5	NA
B-2	NA	6.6	NA
B-3	NA	14.2	NA
B-4	NA	15.0 (T)	NA
B-5	NA	15.0 (T)	NA
B-6	NA	10.5	NA
B-7	NA	15.0 (T)	NA
B-8	NA	8.0	NA
B-9	NA	5.5	NA
B-10	NA	6.0	NA
B-11	NA	15.0 (T)	NA
B-12	NA	15.0 (T)	NA
B-13	NA	14.4	NA
B-14	NA	14.2	NA
B-15	NA	1.0	NA
B-16	557.51	4.8	552.71
B-17	555.89	4.2	551.69
B-18	557.42	2.5	554.92
B-19	553.47	3.0	550.47
B-20	552.59	3.5	549.09
B-21	552.85	6.0	546.85
B-22	553.18	8.5	544.68
B-23	551.93	8.0	543.93
B-24	547.91	5.0	542.91
B-25	550.70	4.0	546.70
B-26	549.30	2.5	546.80
B-27	549.54	1.8	547.74
B-28	548.06	5.7	542.36
B-29	547.34	7.0	540.34
B-30	546.98	5.9	541.08
B-31	547.46	1.7	545.76
B-32	546.42	5.5	540.92
B-33	546.69	3.2	543.49
B-34	546.68	14.6	532.08

Location	*Elevation (ft.)	Refusal Depth (ft.)	Refusal Elevation (ft.)
B-35	546.91	9.2	537.71
B-36	543.75	5.6	538.15
B-37	542.79	6.4	536.39
B-38	545.91	15.0 (T)	530.91
B-39	545.99	15.0 (T)	530.99
B-40	544.56	13.9	530.66
B-41	544.60	8.1	536.50
B-42	546.26	12.0	534.26
B-43	545.17	13.0	532.17
B-44	546.31	15.0 (T)	531.31
B-45	544.59	15.0 (T)	529.59
B-46	542.22	11.5	530.72
B-47	549.36	9.8	539.56
B-48	548.83	15.0 (T)	533.83
B-49	550.89	12.3	538.59
B-50	549.94	8.8	541.14
B-52	546.06	15.0 (T)	531.06
S-1	NA	2.0	NA
S-2	NA	2.0	NA
S-3	NA	1.5	NA
S-4	NA	18.6	NA
S-5	NA	7.0	NA
S-6	NA	21.9	NA
S-7	NA	24.6	NA
S-8	NA	22.0	NA
S-9	NA	17.0	NA
S-10	NA	13.5	NA
S-11	NA	22.8	NA
S-12	NA	5.5	NA
S-13	NA	9.3	NA
S-14	NA	13.7	NA
S-15	NA	21.0	NA
S-16	538.85	15.0 (T)	523.85
S-17	540.36	12.3	528.06
S-18	537.18	15.0 (T)	522.18
S-19	538.57	15.0 (T)	523.57
S-20	537.02	15.0 (T)	522.02
S-22	540.27	15.0 (T)	525.27
S-23	544.21	7.3	536.91
S-24	550.96	6.0	544.96
S-25	550.71	2.5	548.21
S-26	548.31	5.0	543.31
S-27	548.75	8.8	539.95
S-28	550.91	9.9	541.01
S-29	554.43	7.8	546.63
S-30	554.56	10.2	544.36
S-31	548.64	15.0 (T)	533.64
S-32	547.33	15.0 (T)	532.33
S-33	545.78	15.0 (T)	530.78
S-34	546.66	3.5	543.16
S-35	547.23	15.0 (T)	532.23
S-36	545.41	15.0 (T)	530.41
S-37	547.14	14.4	532.74

Location	*Elevation (ft.)	Refusal Depth (ft.)	Refusal Elevation (ft.)
S-38	551.85	8.7	543.15
S-39	553.05	6.4	546.65
S-40	555.09	9.2	545.89
S-41	554.93	7.8	547.13
S-42	554.09	4.2	549.89
S-43	556.73	2.8	553.93
S-44	555.32	1.5	553.82
S-45	555.62	2.8	552.82
S-46	553.98	7.5	546.48
S-47	554.76	2.0	552.76
S-48	555.73	3.9	551.83
S-49	554.56	4.1	550.46
S-50	550.85	4.5	546.35
S-51	547.41	8.0	539.41
S-52	544.01	1.9	542.11
S-53	545.48	6.3	539.18
S-54	545.60	11.3	534.30
S-55	545.49	15.0 (T)	530.49
S-56	547.87	15.0 (T)	532.87

(T) -This indicates that the boring was terminated at 15 ft.

Rock Conditions

The majority of the borings and soundings in this exploration were advanced to refusal, which varied from 1.0 to 24.6 ft. Weathered rock was generally encountered before refusal. Refusal generally indicates materials that cannot be penetrated with typical soil drilling methods. Therefore, refusal can indicate one or more of the following: coarse gravel, boulders, shot rock fill, buried concrete, weathered rock, thin rock seams, or the upper surface of sound, continuous bedrock. Core drilling is then required to determine the characteristics and soundness of the refusal materials. The refusal materials were cored according to ASTM D 2113, which utilizes a diamond studded bit fastened to the end of a hollow double tube core barrel. The assembly is lowered to refusal depth and the boring is flooded with water to control overheating and to bring the cuttings to the surface. As the drill is rotated at high speeds, the core bit advances into the refusal material and core samples are retained within the inner core barrel. These samples are removed after core runs of up to ten feet and placed in boxes for storage. The core samples were taken back to the laboratory where they were classified as to type of rock, percent recovery, and rock quality designation by an L.E. Gregg geologist or engineer. The percent core recovery (REC) is a ratio of the recovered sample length versus the total length attempted and is expressed as a percentage. The REC is used to assess the continuity of the refusal material. The rock quality designation (RQD) is obtained by summing up the length of core recovered, including only the portions that are greater than or equal to 4 inches, and dividing by the total length attempted. This is also expressed as a percentage and is used to assess the quality of the refusal material.

Rock cores were obtained from borings B-18, B-27, and B-33. All cores indicated limestone, which was light to medium gray. The cores had recoveries (REC) of 77-95% and rock quality

designations (RQD) of 67-80% which indicates fairly continuous to continuous bedrock of fair to good quality. A clay seam or void was encountered in the core taken from B-18 from 6.4 to 7.9 ft.

Water Conditions

Groundwater was not encountered in the borings at the time of drilling; however, several areas of standing water and soft surface soils were encountered around the northern half of the property. Several of these areas can be observed on the aerial photos of the site. Groundwater is expected to flow near or below the bedrock surface. Groundwater refers to any water that percolates through the soil and can refer to isolated or perched water pockets or water that occurs below the “water table”, which is a zone that remains saturated and water-bearing. The groundwater levels encountered during drilling may fluctuate significantly over time due to weather influences and should not be considered a true static groundwater level.

3.2 SEISMIC SITE CLASSIFICATION

The Kentucky Building Code (current edition), Chapter 20 of ASCE 7-10, and the ASCE 7 Hazard Tool were reviewed to determine the Seismic Site Classification for the site based on the following coordinates, 36.808996, -87.479425. Based on review of geologic data, previous experience with similar projects, and the subsurface conditions encountered, a **Seismic Site Class “C”** is recommended for soil bearing foundations.

Furthermore, using a Site Classification of **C**, we recommend the use of spectral response acceleration coefficients as follows:

0.2 second period: $S_s = 0.513$ and Soil Factor = 1.195

1.0 second period: $S_1 = 0.203$ and Soil Factor = 1.597

The design spectral response acceleration factors are as follows:

$S_{DS} = 0.409$

$S_{DI} = 0.216$

4.0 GEOTECHNICAL RECOMMENDATIONS

4.1 GEOTECHNICAL CONSIDERATIONS

General

Based on the provided information, the subsurface conditions encountered and past experience with similar projects, the site is suitable for the proposed development provided the following considerations are addressed. These considerations are briefly summarized below.

Previously Placed Fill

Fill materials consisting of lean to fat clay materials were encountered during the field exploration. The sampling completed during the field exploration would tend to indicate that the majority of the fill was placed with some compactive effort and some historic documentation was

provided for the placement of this material. Isolated problem areas may be discovered and remediated during construction.

High Plasticity Clays

Natural and fill materials consisting of fat clay (CH) soils were found during this exploration. The fat clay materials can be largely indistinguishable from the lean clay materials encountered on site and will be hard to classify in the field. Fat clays are known for their high plasticity characteristics and can be subject to high volume changes with fluctuations in moisture content and are also known to have strength loss with increases in moisture content. The active zone for expansive clays in the region begins at the bearing elevation and can extend to refusal depths. With some exceptions, due to the weather patterns in the central Kentucky region, shrinking and swelling of bearing soils are not generally as severe as other regions since long periods of excessive wet or dry weather patterns typically do not occur. However, if foundation construction and/or site grading take place in the dryer summer and fall months, significant drying of the subgrade could occur after construction is complete in wetter months and become re-saturated causing heave. Conversely, moisture loss can contribute to settlement of soil supported foundations and/or slabs. If moisture fluctuations are not controlled, shrink and swell could continue throughout the life of a structure causing structural issues, increased stress, and/or advanced deterioration. Fat clays are not recommended for use as shallow structural fill.

Soft to Firm Soils

Areas of soft to firm near surface soils were encountered in several borings across the site. This indicates that the materials will be compressible in nature and can cause settlements, both total and differential, due to disturbances such as increased loading, excavation, or increasing moisture conditions.

Silty and/or Sandy Clays

Natural and fill materials consisting of silty and/or sandy clays were encountered across the site. These materials can be sensitive to changing moisture conditions and can degrade under repetitive loading and unloading. Heavy equipment traffic during construction can cause these materials to break down. Care will need to be taken to limit heavy construction traffic across the building pad and the contractor will need to consider changing moisture conditions during construction. The owner and contractor should consider seasonal weather patterns for construction scheduling.

Shallow Bedrock

Bedrock was encountered across the site at depths ranging from 1.0 to 24.6 ft. The shallow areas are generally located to the north/northeast areas of the site. If large quantities of rock removal

is necessary for the placement of foundations or utilities in areas of shallow bedrock, pneumatic ramming or blasting will be required.

Karst Potential

Karst potential in the location of the site is classified as intense. It should be noted that sinkholes are common in this region and that caverns can extend laterally and may be unobserved from the ground surface. It should also be noted that the rock formations underlying the site are known for horizontal and vertical solution cavities that may go unnoticed for long periods of time. There is a likely potential for karst features such as solution channels, rock pinnacles, or sinkholes to be encountered during construction.

Near boring B-1 there is an area of excavated bedrock with stock piles of material surrounding the excavation. It is possible that this is a sink that was being explored during the development of the property. There is an anomaly at this same location which is visible in historical aerial imagery. In reviewing the karst mapping from the Kentucky Geological Survey (KGS), the entire property is classified as karst intense and there are two mapped sinks on the property. Aerial imagery indicating the location of KGS mapped sinks and the possible sink located during the field exploration are located in Appendix C.

Excavation Sloping and/or Benching

All excavation work must be performed in accordance with OSHA and local building code requirements. The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

Utility Trench Backfill

All trench excavations should be completed with sufficient working space to permit construction as well as proper backfill placement and compaction. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 in. of lean clay fill in order to reduce the infiltration and conveyance of surface water through the trench backfill.

Ground Water or Free Water

Water was not encountered in the borings during construction; however, several areas of standing water and soft near-surface soils were encountered on the northern half of the site. It is expected that groundwater will flow at or below the bedrock level. Groundwater levels may fluctuate

significantly over time due to weather influences. The available geological information and past experience with similar projects indicates that it is possible that during construction ground water could be encountered. Ground water and/or free water encroaching upon construction excavations should be removed by placing a sump near the source of seepage and then pumping from the sump. Should heavy seepage or ponding of water occur, then L.E. Gregg should be contacted.

Site Drainage

Areas of standing water and soft surface soils were encountered at the site. Positive site drainage and adequate subgrade drainage are critical for performance of the proposed foundations. During construction, large quantities of water should not be allowed to accumulate on the site.

4.2 FOUNDATIONS

General

Areas of soft to firm soils layers with blowcounts ranging from 2 to 8 bpf were generally encountered within the top ~6 ft. of the soil column during the field exploration. These materials will need to be removed and replaced before foundations and/or structural fill materials can be placed. Fat clay materials with plasticity indexes ranging from 35 to 53 were encountered across the site. Fat clay materials should be kept a minimum of 24 in. below bearing elevations. If a borrow source of lean clay cannot be sourced, fat clay materials may be chemically modified with lime in order to reduce the plasticity. Typical spread foundations within engineered fill may be designed for a maximum allowable bearing pressure of **2,000 psf**. This should be verified in the field during construction and isolated undercutting should be expected.

Design Considerations

We recommend that continuous footings be a minimum of 24 inches wide and isolated spread footings be a minimum of 24 inches by 24 inches. The minimum thickness of both continuous and spread footings should be 12 inches. The foundations should be placed a minimum of 24 in. below grade as required by the Kentucky Building Code.

Construction Considerations

All vegetation, topsoil, unsuitable fill soil (if required), loose rock fragments greater than 6 inches, construction debris, water, and other debris should be removed from the proposed construction areas before concrete placement. Any trench excavations should have adequate shoring and/or benching per OSHA requirements. The foundation support and/or foundation side walls should be protected from freezing weather, severe drying, and water ponding. Positive drainage should be provided to direct surface runoff away from excavations. The foundation elements should not be formed so that concrete completely fills the opened excavations.

4.3 SLAB ON GRADE

Due to the presence of fat clay materials across the site, we would recommend that all slab on grade areas be supported by a minimum of 24 in. of low plasticity clay material. This can be achieved by undercutting and replacing or chemically modifying the existing materials in order to reduce the plasticity. Slab on grade areas should be thoroughly proofrolled and any areas showing deflections or pumping should be removed and replaced. Slabs should be designed using a modulus of subgrade reaction, k , of 150 psi/in. We typically recommend that the floor slab should be fully ground supported and not structurally connected to any walls or foundations in order to reduce the possibility of cracking and displacement of the floor slab due to any differential settlement between it and the foundation. If the design requires a turn down slab or areas where the slab is tied to perimeter walls, differential movement between the walls and slabs will likely be observed in adjacent slab expansion joints or floor slab cracks beyond the length of the structural dowels. The potential for differential settlement should be accounted for through use of sufficient control joints, appropriate reinforcing, or other means. Areas that may encounter higher point loading such as freezers, lab equipment, etc... should be designed with greater reinforcement. We recommend that a vapor barrier and a minimum of 4 inches of crushed stone be placed beneath the slab to act as a moisture block. The crushed stone or gravel should be kept moist, but not wet, immediately prior to slab concrete placement to minimize curling of the slab due to differential curing conditions between the top and bottom of the slab. These measures should help equalize loading and moisture conditions under the slab. Isolation joints should be provided between the slab and any columns or footing supported walls. Interior construction joints using dowels could be used to reduce any sharp vertical displacements.

4.4 SITE PREPARATION AND GRADING

All vegetation, topsoil, unsuitable fill soil (if required), loose rock fragments greater than 6 in., construction debris, and other debris should be removed from the proposed construction areas. After completion of stripping operations, we recommend that the subgrade be proofrolled with a fully-loaded, tandem-axle dump truck or other pneumatic-tired construction equipment of similar weight. The geotechnical engineer or their representative should observe proofrolling. Areas judged to perform unsatisfactorily should be undercut and replaced with structural soil fill or remediated at the geotechnical engineer's recommendation.

4.5 FILL PLACEMENT

Material considered suitable for use as structural fill should be clean soil free of organics, trash, or other deleterious materials, and contain no rock fragments greater than 6 in. in any one dimension. Preferably, structural soil fill material should have a standard Proctor maximum dry density of 90 pounds per cubic foot (pcf) or greater and a plasticity index (PI) of 25 percent or less. Materials with PI's greater than 25 may be evaluated on a case-by-case basis for use in other areas of the site or in areas of deep fill. All material to be used as structural fill should be tested

by the geotechnical engineer to confirm that it meets the project requirements before being placed.

Structural fill should be placed in loose, horizontal lifts not exceeding 8 in. thick. Each lift should be compacted per Table 2 below and within the range of minus (-) 2 percent to plus (+) 2 percent of the optimum moisture content. Each lift should be tested by geotechnical personnel to confirm that the contractors' method is capable of achieving the project requirements before placing any subsequent lifts. Any areas which have become soft or frozen should be removed before additional structural fill is placed. One in place density test should be performed a minimum of every 5,000 ft² for each 8 in. lift. Adequate surface drainage should be provided during all site grading and fill placement operations. **Please note that compaction efforts can be difficult to achieve using conventional construction methods during wet weather.**

Table 2 – Fill Placement (ASTM D 698)

Location	Maximum Dry Density (%)
Footings and Floor Slabs	98.0
Pavement Areas	95.0
Landscape Areas	85.0

4.6 DRAINAGE

Water was encountered at the surface along the northern side of the property. Due to the expected amounts of rock removal, the presence of fat clay materials, and the fluctuation of groundwater levels due to seasonal and weather fluctuations, we would recommend the use of foundation drains. To reduce the potential for undercut and construction induced sinkholes, water should not be allowed to collect in the foundation excavations, on floor slab areas, or on prepared subgrades of the construction area either during or after construction. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, subsurface water, or surface runoff. Engineered fill or concrete should not be placed in excavations containing standing water or over-softened soils. Positive site surface drainage should be provided to reduce infiltration of surface water around the perimeter of structures and beneath floor slabs. The grades should be sloped away from structures and surface drainage should be collected and discharged such that water infiltration is not permitted.

4.7 BELOW GRADE WALLS

The following parameters are recommended for below grade wall design and construction:

Soil Backfill

- Plasticity Index of the backfill material should be less than 25;
- Provide temporary bracing if the walls cannot accommodate construction phase stresses;
- Provide adequate drainage at the rear of the wall;

- Table 3 presents Equivalent Fluid Pressures (EFP), and Earth Pressure coefficients for active, at rest and passive conditions;

Table 3 – Soil Backfill

Condition	EFP (pcf)	Coefficients
Active	38	Ka = 0.36
At Rest	56	Ko = 0.53
Passive	291	Kp = 2.77

- The data presented in Table 3 are based on the following assumptions:
 - The backfill “on-site” material is classified as “CL” by the USCS;
 - Backfill material exhibits an angle of shear resistance of 28 degrees or greater;
 - Backfill material possibly exhibits a maximum dry density of 105.0 pcf or greater;
 - Retaining wall analysis assumes a level backfill slope;
 - Retaining wall analysis assumes that the wall will be designed as a vertical wall with respect to the retained soil;
 - Retaining wall analysis assumes the wall will be designed as a smooth wall with no friction.

Granular Backfill

- Provide temporary bracing if the wall cannot accommodate construction phase stresses;
- Table 4 presents conditions possibly exhibited by the backfill, earth pressure design parameters for Equivalent Fluid Pressures (EFP), and Earth Pressure coefficients;

Table 4 – Granular Backfill

Condition	EFP (pcf)	Coefficients
Active	30.0	Ka = 0.25
At Rest	50.0	Ko = 0.38

- The data presented in Table 4 is based on the following assumptions:
 - Retaining wall analysis assumes a level slope backfill;
 - Retaining wall analysis assumes that the wall will be designed as a vertical wall with respect to the retained granular backfill;
 - Retaining wall analysis assumes the wall will be designed as a smooth wall with no friction;
 - The backfill material is classified as “GW” or “GP” by the USCS (No. 57 stone is preferred);
 - Backfill material exhibits an angle of shear resistance of 38 degrees or greater.

4.8 LATERAL EARTH PRESSURES

The Kentucky Building Code (KBC), current edition, Table 1806.2, provides guidelines for allowable lateral pressure for use in foundation design. The following table summarizes the allowable lateral pressures.

Table 5 – Presumptive Load-Bearing Values (KBC/IBC Table 1806.2)

Type of Material	Vertical Foundation Pressure (psf)	Lateral Bearing Pressure (psf/ft below natural grade)	Lateral Sliding Resistance	
			Coefficient of friction ^a	Cohesion (psf) ^b
Crystalline bedrock	12,000	1,200	0.70	-
Sedimentary and foliated rock	4,000	400	0.35	-
Sandy gravel and/or gravel (GW and GP)	3,000	200	0.35	-
Sand, silty sand, clayey sand, silty gravel, and clayey gravel (SW, SP, SM, SC, GM, and GC)	2,000	150	0.25	-
Clay, sandy clay, silty clay, clayey silt, silt, and sandy silt (CL, ML, MH, and CH)	1,500	100	-	130

a. Coefficient to be multiplied by the dead load

b. Cohesion value to be multiplied by the contact area, as limited by Section 1806.3.2

The values for lateral bearing pressure located above in Table 7, may be adjusted when considering load combinations, including wind or earthquake loads as permitted by Section 1605.3.2 of the KYBC.

4.9 SLOPE RECOMMENDATIONS

Cut Slopes

Permanent cut slopes are typically recommended to be no steeper than 2H:1V. If steeper slopes are required, they will depend on existing conditions and will need to be reviewed on a case-by-case basis. The upper two (2) ft. of all cut slopes should be graded to 2:1 in order to reduce the potential for sloughing and erosion. Temporary cut slopes may be constructed for retaining walls, below grade walls, etc. and should follow OSHA excavation standards.

Fill Slopes

Permanent fill slopes should be no steeper than 2H:1V. Steeper slopes may be feasible if reinforcement is used in the design/construction. The fill material should be placed and compacted in horizontal lifts according to the project specifications and plans. The slope should be constructed by overbuilding the slope face and then cutting it back to the design grade. New fill material should be properly benched into the existing slopes as shown in the diagram below. Fill slopes should not be constructed or extended horizontally by placing fill on an existing slope face and/or compacted by track walking.

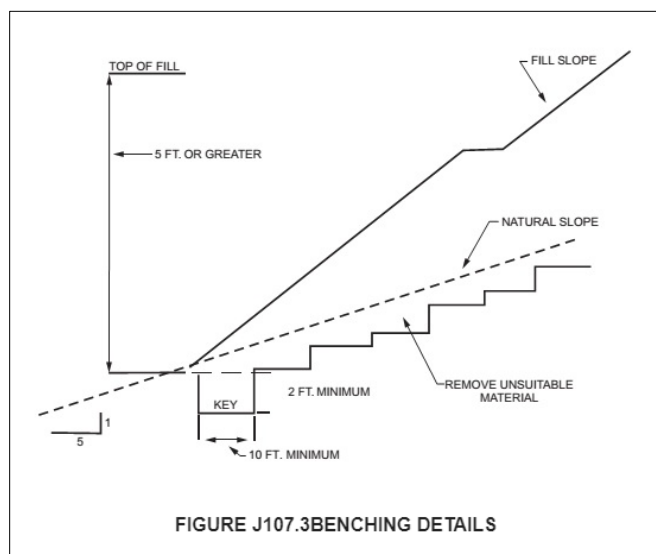


Figure 1: Benching Details (2015 IBC)

4.10 PAVEMENT DESIGN RECOMMENDATIONS

General

We have assumed a California Bearing Ratio (CBR) value of 3.0 when compacted to 95% of the Standard Proctor for the pavement design listed below. Tensar's Spectra Pave software was utilized to evaluate the pavement recommendations and is based on the AASHTO Guide for Design of Pavement Structures (1993). The following traffic loading was provided by the design team for the pavement designs listed below.

Table 6 – Anticipated Traffic Loading

Vehicle Type	Vehicles Per Day
Passenger Cars	1,000
Delivery Trucks (2 axle, max. 15,000 lbs.)	1
Tractor Trailer (5 axle, <80,000 lbs.)	1
Garbage Truck (3 axle, <80,000 lbs.)	1
School Buses (2 axle)	65

Table 7 – Pavement Design Assumptions

Design Life	20 years
Reliability	90%
Subgrade Resilient Modulus	4,000
Drainage Coefficient	1.0
Growth Potential	2 %
Initial Serviceability (Asphalt, Concrete)	4.2, 4.0
Terminal Serviceability	2.0
Asphalt Wearing Surface, layer coefficient	0.44
Asphalt Base Surface, layer coefficient	0.40
Dense Graded Aggregate Base, layer coefficient	0.14

Light Duty Asphalt

It is our understanding that the site will receive as much as 1,000 passenger cars per day. The light duty design listed below will provide approximately 90,000 equivalent single axel loads (ESAL) and should be placed in areas which will receive passenger car/truck traffic only.

Table 8 –Light Duty Flexible Pavement Design

Component	Thickness (in.)
Surface Course	1.5
Asphalt Base Course	2.5
Base Material (DGA)	8.0

Heavy Duty Asphalt

We have assumed that heavy duty asphalt pavements will receive traffic from 65 busses per day, 1 delivery truck per day, 1 tractor trailer per day, and 1 garbage truck per day. We have also assumed that the heavy duty asphalt pavements will receive traffic from the 65 buses moving through the site 4 times a day, twice in the morning and twice in the afternoon. We recommend using 1.5 ESALs per bus, moving/delivery truck, and garbage truck. We have assumed 200 days for a school year. The required ESAL value for the heavy duty asphalt was calculated as below;

$$\begin{aligned}
 & [(65 \text{ buses} \times 4 \text{ trips/day}) + (1 \text{ Del. trucks/day}) + (1 \text{ Garbage truck/day}) \\
 & \quad + (1 \text{ tractor trailer/day})] \\
 & \times 200 \text{ days} \times 20 \text{ yrs} \times 1.5 \text{ ESALs/bus, truck, or trailer} = 1,578,000 \text{ ESALs required}
 \end{aligned}$$

We are recommending one of the three following options listed below in Table 9 for the heavy duty asphalt design.

Table 9 –Heavy Duty Bus Lot Flexible Pavement Design

Component	Thickness (in.)			
	Non-Stabilized	Mechanically Stabilized with Tensar BX-1200 Geogrid	Mechanically Stabilized with Tensar TX-7 Geogrid	Cement Treated Base
Surface Course	1.5	1.5	1.5	2
Asphalt Base Course	5	5	4	3
Base Material (DGA)	12	8	8	8

The geogrid should be placed and lapped according to the manufacturer's recommendations. The cement treated base option assumes that the subgrade will be treated to a minimum depth of 12 in. using the process completed by Mt. Carmel Stabilization Group or an equivalently experienced stabilization contractor.

Pavement Maintenance

It should be expected that cracks will appear in flexible pavement areas within 1 to 3 years due to thermal expansion and contraction and the loss of volatiles from the bituminous mixture. These cracks cannot be avoided. In order to maintain pavement areas, these cracks should be cleaned annually and patched with a hot bituminous sealant. Within 3 to 5 years, cracks and depressions may appear in heavily traveled areas. These areas should be cut out and repaired promptly to extend the life of the pavement.

Rigid Pavement

If heavy duty rigid pavements are required, we would recommend a 6 in. concrete section with a 4 in. DGA base. Prior to placing the crushed stone base for the rigid pavement, the area should be proofrolled and observed by L.E. Gregg. It is recommended that the concrete pads be large enough to accommodate the entire length of a truck while loading or unloading. In addition, it is recommended that a thickened curb be constructed around the perimeter of the pads to reduce the potential for damage typically associated with overstressing of the pad edges.

Reinforcement for the rigid pavements should consist of a wire mesh or fiber-reinforced concrete. If wire mesh is utilized, the mesh should be located in the middle third of the rigid pavement. It is recommended that control joints be placed at 15 ft. intervals each way in the apron and pad areas. These control joints should be filled with a fuel resistant seal to prevent intrusion of liquids into the subgrade.

4.11 KARST REGION CONSTRUCTION RECOMMENDATIONS

The underlying rock units are classified as karst intense. Close attention should be given during the construction process to identify any possible karst features or surface movement. Adequate

drainage to minimize water infiltration into the subsurface during and after construction should be provided to lessen the risk of damage due to karst activity during construction. Any significant solution features or dropouts encountered during construction will require remediation and will need to be evaluated on a case-by-case basis. Sinkholes could be repaired by using the inverted cone method which involves excavating the material to find the throat or opening in the bedrock; then lining the excavation with a filter fabric, and backfilling with crushed aggregate, however, L.E. Gregg should be contacted to provide specific recommendations for remediation of any encountered karst features.

5.0 BASIS FOR RECOMMENDATIONS

VARIATIONS

Since any general foundation or subsurface exploration can examine and report only that information which is obtained from the borings and samples taken there from, and since uniformity of subsurface conditions does not always exist, the following is recommended. If, during construction, any latent soil, bedrock, or water conditions are encountered that were not observed in the borings, contact L.E. Gregg so that the site may be inspected to identify any necessary modifications in the design or construction of the foundation.

OTHER INTERPRETATIONS

The conclusions and recommendations submitted in this report apply to the proposed project only. They are not applicable to on-site, subsequent construction, adjacent or nearby projects. In the event that conclusions or recommendations based on this report and relating to any other projects are made by others, such conclusions and recommendations are not the responsibility of L. E. Gregg Associates. The recommendations provided are based in part on project information provided to L.E. Gregg and only apply to the specific project and site discussed in this report. If the project information section in this report contains incorrect information or if additional information is available, the correct or additional information should be conveyed to L.E. Gregg for review.

It is recommended that this complete report be provided to the various design team members, the contractors, and the project owner. Potential contractors should be informed of this report in the "instructions to bidders" section of the bid documents. The report should not be included or referenced in the actual contract documents.

STANDARD OF CARE

The services provided by L. E. Gregg Associates for this exploration have been performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

APPENDIX A

Summary of Laboratory and Drilling Data

Particle Size Distribution Report																																																																						
<table><thead><tr><th rowspan="2">% +3"</th><th colspan="2">% Gravel</th><th colspan="3">% Sand</th><th colspan="2">% Fines</th></tr><tr><th>Coarse</th><th>Fine</th><th>Coarse</th><th>Medium</th><th>Fine</th><th>Silt</th><th>Clay</th></tr></thead><tbody><tr><td>○</td><td>0.0</td><td>0.0</td><td>0.8</td><td>3.9</td><td>7.1</td><td colspan="2">88.2</td></tr><tr><td>□</td><td>0.0</td><td>0.0</td><td>0.6</td><td>1.6</td><td>4.1</td><td colspan="2">93.7</td></tr><tr><td>△</td><td>0.0</td><td>0.0</td><td>0.0</td><td>0.5</td><td>2.2</td><td colspan="2">97.3</td></tr><tr><td>◇</td><td>0.0</td><td>0.0</td><td>0.0</td><td>0.1</td><td>0.8</td><td colspan="2">99.1</td></tr><tr><td>▽</td><td>0.0</td><td>0.0</td><td>2.4</td><td>3.2</td><td>5.7</td><td colspan="2">84.8</td></tr></tbody></table>											% +3"	% Gravel		% Sand			% Fines		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay	○	0.0	0.0	0.8	3.9	7.1	88.2		□	0.0	0.0	0.6	1.6	4.1	93.7		△	0.0	0.0	0.0	0.5	2.2	97.3		◇	0.0	0.0	0.0	0.1	0.8	99.1		▽	0.0	0.0	2.4	3.2	5.7	84.8						
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◇ Lean Clay (CL)								CL	A-6(21)																																																													
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○ Location: B-2		Depth: 3.5-5.0		Sample Number: 22072																																																																		
□ Location: B-4		Depth: 3.5-5.0		Sample Number: 22073																																																																		
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L.E. Gregg Associates, Inc. 2456 Fortune Dr, Ste 155, Lexington, KY 40509 Phone: 859-252-7558																																																																						

Tested By: ● EF ■ EF ▲ EF ◆ EF ▼ E Fields **Checked By:** S Mortimer

Particle Size Distribution Report

	% +3"	% Gravel		% Sand			% Fines	
		Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
○	0.0	0.0	0.4	1.7	3.9	5.2	88.8	
□	0.0	0.0	0.5	3.6	7.0	11.8	77.1	
△	0.0	0.0	0.0	2.6	5.3	7.4	84.7	
◇	0.0	0.0	0.0	1.1	1.9	2.7	94.3	
▽	0.0	0.0	0.0	2.3	2.7	3.3	91.7	

	LL	PL	D85	D60	D50	D30	D15	D10	Cc	Cu
○	73	27								
□	74	21	0.2116							
△	57	22	0.0916							
◇	46	17								
▽	39	19								

Material Description	USCS	AASHTO
○ Fat Clay (CH)	CH	A-7-6(46)
□ Fat Clay with Sand (CH)	CH	A-7-6(42)
△ Fat Clay with Sand (CH)	CH	A-7-6(32)
◇ Lean Clay (CL)	CL	A-7-6(29)
▽ Lean Clay (CL)	CL	A-6(19)

Project No. 2021028 **Client:** Christian County Public Schools

Project: CCPS New High School

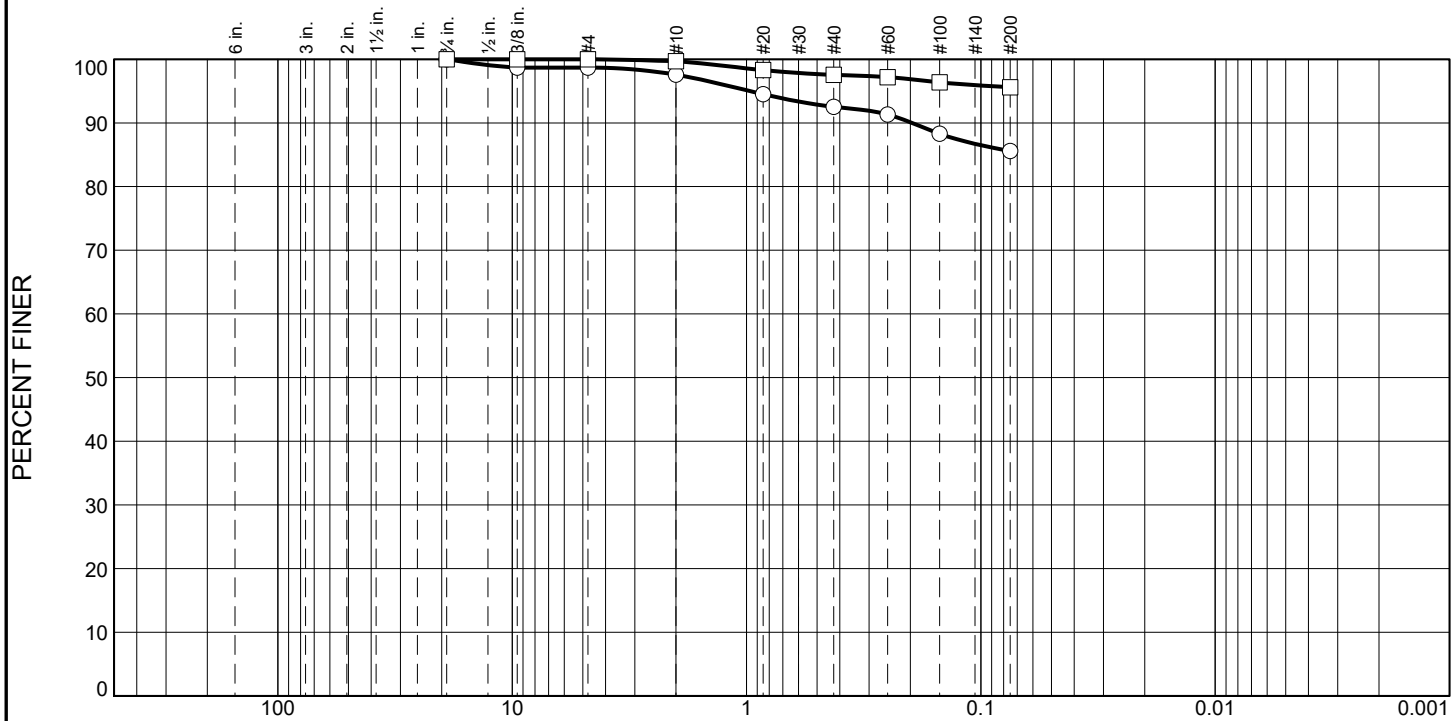
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□ Location: B-28	Depth: 3.5-5.0	Sample Number: 22170
△ Location: B-35	Depth: 3.5-5.0	Sample Number: 22171
◇ Location: B-44	Depth: 3.5-5.0	Sample Number: 22172
▽ Location: B-48	Depth: 1.0-2.5	Sample Number: 22173

L.E. Gregg Associates, Inc.
2456 Fortune Dr, Ste 155, Lexington, KY 40509
Phone: 859-252-7558

Remarks:

Checked By: S Mortimer

Particle Size Distribution Report



GRAIN SIZE - mm.

	% +3"		% Gravel		% Sand			% Fines		
			Coarse	Fine	Coarse	Medium	Fine	Silt		Clay
○	0.0		0.0	1.3	1.1	5.1	6.9	85.6		
□	0.0		0.0	0.0	0.3	2.2	1.9	95.6		
×	LL	PL	D85	D60	D50	D30	D15	D10	Cc	Cu
○	37	17								
□	39	19								

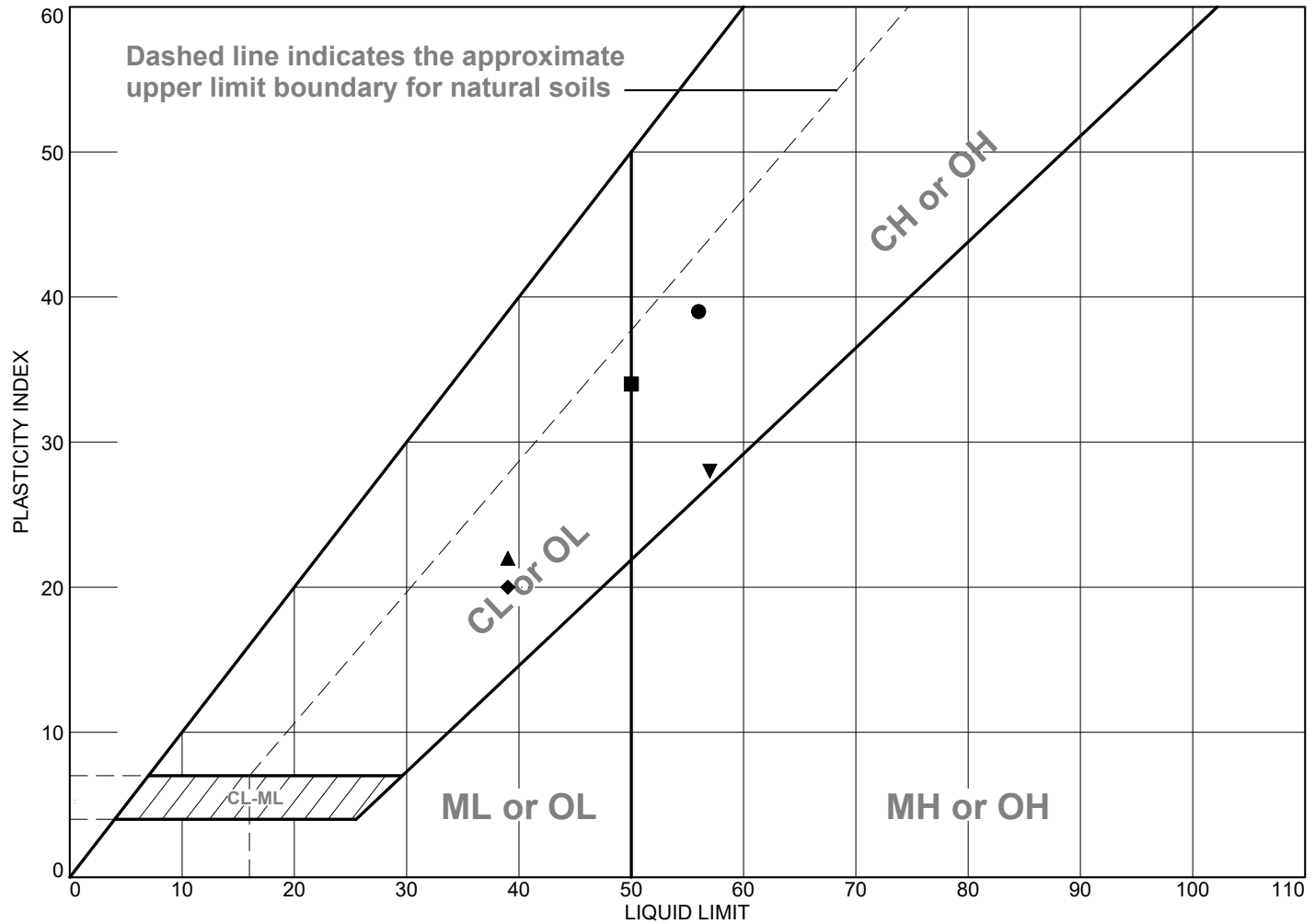
Material Description							USCS	AASHTO
○ Lean Clay (CL)							CL	A-6(17)
□ Lean Clay (CL)							CL	A-6(20)

Project No. 2021028 Client: Christian County Public Schools Project: CCPS New High School ○ Location: B-50 Depth: 3.5-5.0 Sample Number: 22174 □ Location: B-52 Depth: 3.5-5.0 Sample Number: 22175	Remarks:
L.E. Gregg Associates, Inc. 2456 Fortune Dr, Ste 155, Lexington, KY 40509 Phone: 859-252-7558	

Figure

Tested By: E Fields Checked By: S Mortimer

LIQUID AND PLASTIC LIMITS TEST REPORT



	Material Description	Sampled	Tested	Technician	LL	PL	PI	%<#40	USCS
●	Fat Clay (CH)			EF	56	17	39	95.3	CH
■	Fat Clay (CH)			EF	50	16	34	97.8	CH
▲	Lean Clay (CL)			EF	39	17	22	99.5	CL
◆	Lean Clay (CL)			EF	39	19	20	99.9	CL
▼	Fat Clay with Sand (CH)			E Fields	57	29	28	88.7	CH

Project No. 2021028 **Client:** Christian County Public Schools

Project: CCPS New High School

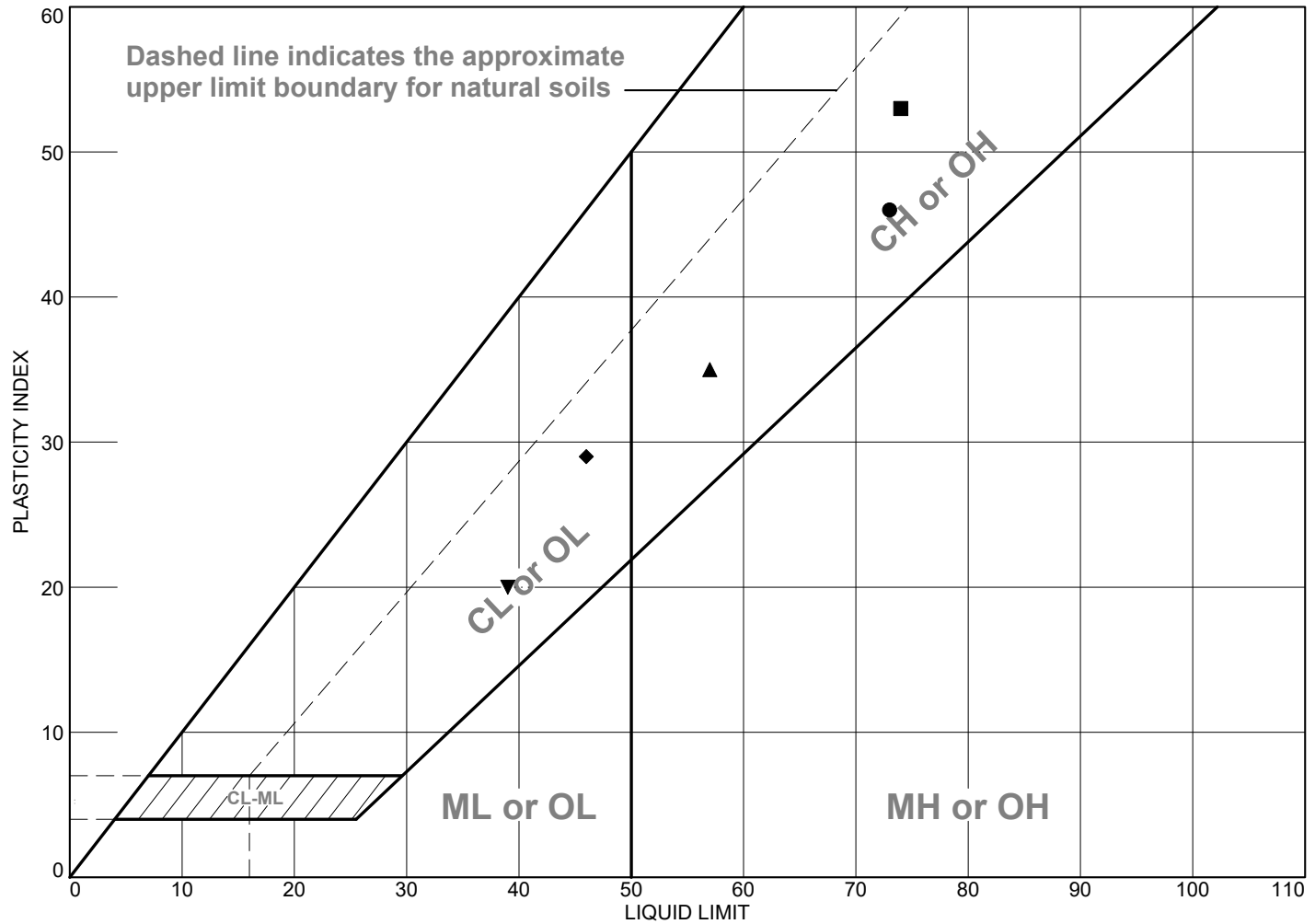
○ **Location:** B-2 **Depth:** 3.5-5.0 **Sample Number:** 22072
 □ **Location:** B-4 **Depth:** 3.5-5.0 **Sample Number:** 22073
 △ **Location:** B-7 **Depth:** 3.5-5.0 **Sample Number:** 22074
 ◇ **Location:** B-13 **Depth:** 3.5-5.0 **Sample Number:** 22075
 ▼ **Location:** S-41 **Depth:** 6.0-7.5 **Sample Number:** 22168

L.E. Gregg Associates, Inc.
 2456 Fortune Dr, Ste 155, Lexington, KY 40509
 Phone: 859-252-7558

Checked by: S Mortimer
Title: Senior Engineer
Figure

Tested By: ○ EF □ EF △ EF ◇ EF ▼ E Fields **Checked By:** S Mortimer

LIQUID AND PLASTIC LIMITS TEST REPORT



	Material Description	Sampled	Tested	Technician	LL	PL	PI	%<#40	USCS
●	Fat Clay (CH)			E Fields	73	27	46	94.0	CH
■	Fat Clay with Sand (CH)			E Fields	74	21	53	88.9	CH
▲	Fat Clay with Sand (CH)			E Fields	57	22	35	92.1	CH
◆	Lean Clay (CL)			E Fields	46	17	29	97.0	CL
▼	Lean Clay (CL)			E Fields	39	19	20	95.0	CL

Project No. 2021028 **Client:** Christian County Public Schools

Project: CCPS New High School

○ **Location:** B-25 **Depth:** 3.5-5.0 **Sample Number:** 22169

□ **Location:** B-28 **Depth:** 3.5-5.0 **Sample Number:** 22170

△ **Location:** B-35 **Depth:** 3.5-5.0 **Sample Number:** 22171

◇ **Location:** B-44 **Depth:** 3.5-5.0 **Sample Number:** 22172

▽ **Location:** B-48 **Depth:** 1.0-2.5 **Sample Number:** 22173

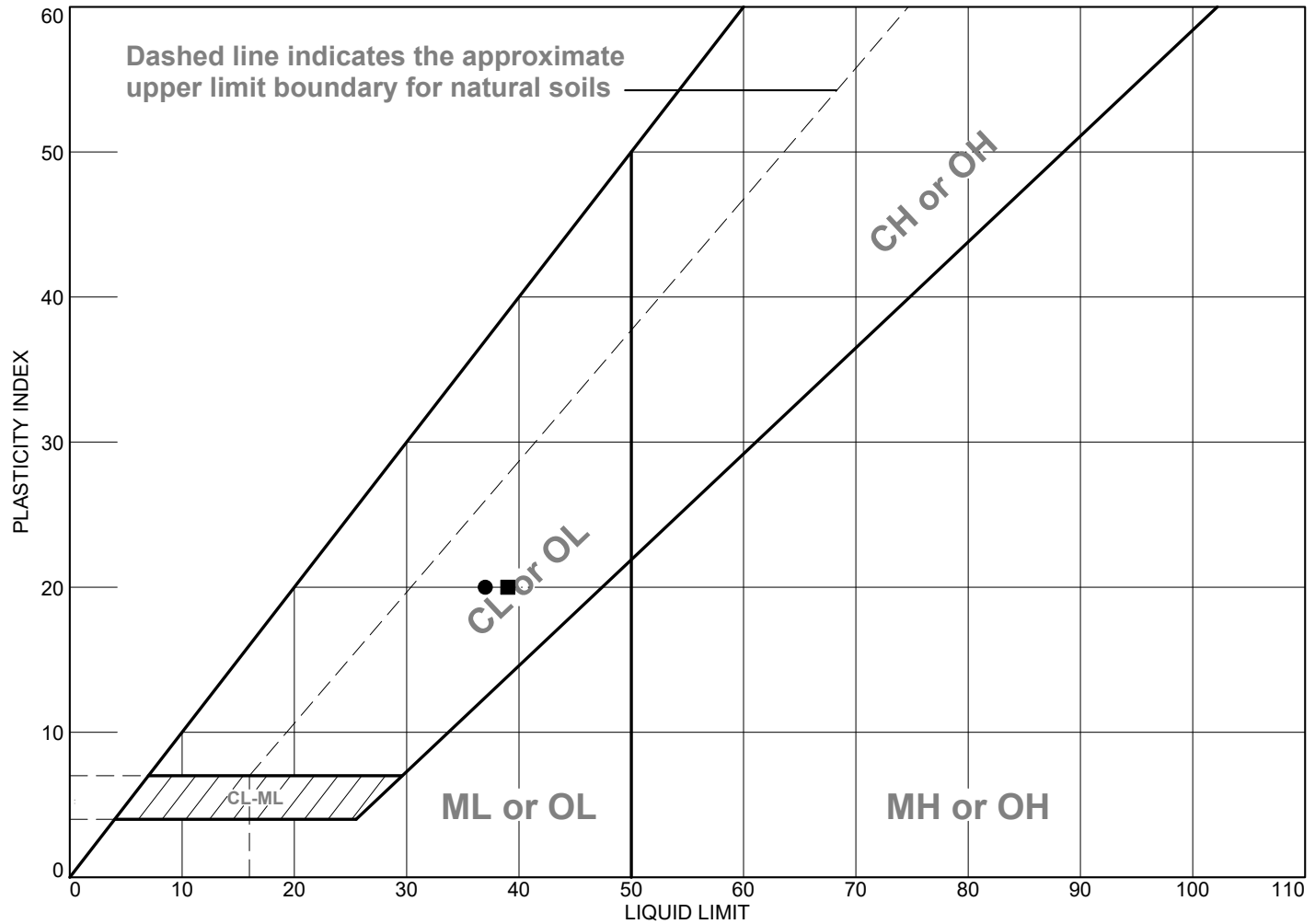
L.E. Gregg Associates, Inc.
2456 Fortune Dr, Ste 155, Lexington, KY 40509
Phone: 859-252-7558

Checked by: S Mortimer
Title: Snior Engineer
Figure

Tested By: E Fields

Checked By: S Mortimer

LIQUID AND PLASTIC LIMITS TEST REPORT



	Material Description	Sampled	Tested	Technician	LL	PL	PI	%<#40	USCS
●	Lean Clay (CL)			E Fields	37	17	20	92.5	CL
■	Lean Clay (CL)			E Fields	39	19	20	97.5	CL

Project No. 2021028 **Client:** Christian County Public Schools

Project: CCPS New High School

○ **Location:** B-50 **Depth:** 3.5-5.0 **Sample Number:** 22174

□ **Location:** B-52 **Depth:** 3.5-5.0 **Sample Number:** 22175

L.E. Gregg Associates, Inc.
2456 Fortune Dr, Ste 155, Lexington, KY 40509
Phone: 859-252-7558

Checked by: S Mortimer
Title: Senior Engineer
Figure

Tested By: E Fields

Checked By: S Mortimer

APPENDIX B

Logs of Borings

PROJECT: <u>CCPS New High School</u>	PROJECT NO.: <u>2021028</u>
CLIENT: <u>Christian County Public Schools</u>	DATE: <u>July 7, 2021</u>
LOCATION: <u>Christian County High School Site, Fort</u>	ELEVATION: _____
DRILLER: <u>Strata Group, LLC</u>	LOGGED BY: <u>S Mortimer</u>
DRILLING METHOD: <u>4" SFA</u>	
DEPTH TO WATER> INITIAL: <u>☐</u> <u>Dry</u> AFTER 24 HOURS: <u>☒</u> CAVING> <u>C</u> _____	

BORING No. B-1








[illegible]

This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School PROJECT NO.: 2021028
CLIENT: Christian County Public Schools DATE: July 7, 2021
LOCATION: Christian County High School Site, Fort ELEVATION:
DRILLER: Strata Group, LLC LOGGED BY: S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ▽ Dry AFTER 24 HOURS: ▽ CAVING> C

BORING No. B-2

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fill - lean clay with root fragments, silty, sandy, light brown to brown, soft, moist		1						4
				2						12
	5	Fat clay, silty, sandy, reddish brown and tan with black mineral deposits and chert fragments, stiff, moist		3						50+
		Auger refusal at 6.6 ft.								
	10									
	15									
	20									
	25									
	30									
	35									












This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** July 7, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-3

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content -	Liquid Limit	NM	PL		LL	N
					Penetration -						
	0	Gravel - 0.0-1.0, thin layer of grass at surface									
		Fill - lean clay with root fragments, silty, sandy, light brown, firm, moist		3 3 3	1						6
		Fat clay, silty, sandy, red and tan with black mineral deposits and chert fragments, soft to stiff, moist		3 1 2	2						3
5				2 2 2	3						4
				10 9 6	4						15
10				2 50/2	5						50+
	15	Auger refusal at 14.2 ft.									



Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** July 7, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-4

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
	0	Topsoil - 0.0-0.5									
		Fill - lean clay with root fragments and organics, silty, sandy, brown to dark brown, firm to stiff, moist		3 3 2	1						5
	5										

Figure



PROJECT: CCPS New High School

PROJECT NO.: 2021028

CLIENT: Christian County Public Schools

DATE: July 7, 2021

LOCATION: Christian County High School Site, Fort

ELEVATION:

DRILLER: Strata Group, LLC








LOGGED BY: S Mortimer

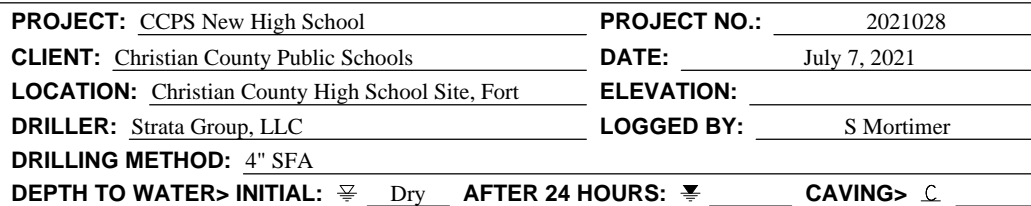
DRILLING METHOD: 4" SFA

BORING No. B-5

DEPTH TO WATER> INITIAL: ▾ Dry AFTER 24 HOURS: ▾ CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Boring No. 20										
ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fill - lean clay with root fragments, silty, sandy, reddish brown, firm, moist		1						8
				2						8
5		Fat clay, silty, sandy, red with black mineral deposits and chert fragments, soft to very stiff, moist		3						4
				4						10
10										



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: CAVING> C



This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** July 7, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-7

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit	Liquid Limit	NM	PL		LL	N
					Water Content -	Penetration -					
	0	Topsoil - 0.0-0.5									
		Fill - lean clay with root fragments, silty, sandy, light brown to tan, soft, moist		3 2 1	1					3	
	5	Lean clay, silty, reddish brown with black mineral deposits, firm, moist		2 3 3	2					6	
	10										
							</				








Figure

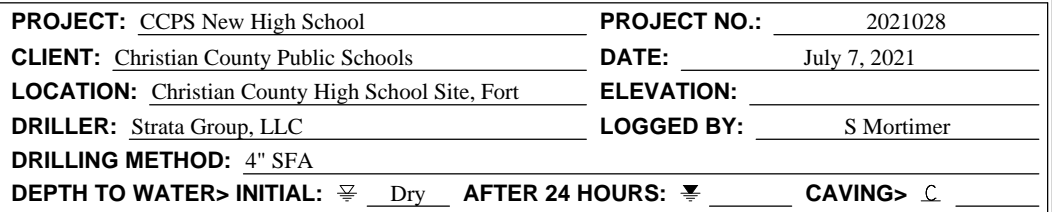


PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** July 7, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-8

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)					
					Plastic Limit	Liquid Limit	NM	PL		LL	N			
					Water Content -	Penetration -								
	0	Topsoil - 0.0-0.5			10	20	30	40	50					
		Fill - lean clay, silty, sandy, light brown to brown, firm, moist		1									6	
				2									14	
	5	Fat clay with chert fragments, silty, sandy, red and tan, firm to stiff, moist		3									8	
		Auger refusal at 8.0 ft.												
	10													
	15													
	20													
	25													
	30													
	35													



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: _____ CAVING> C _____

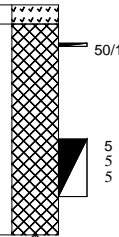



[illegible]

Figure

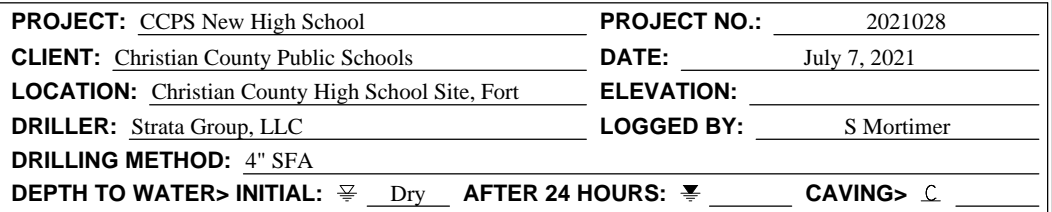


PROJECT: CCPS New High School PROJECT NO.: 2021028
CLIENT: Christian County Public Schools DATE: July 7, 2021
LOCATION: Christian County High School Site, Fort ELEVATION:
DRILLER: Strata Group, LLC LOGGED BY: S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ▽ Dry AFTER 24 HOURS: ▽ CAVING> C

BORING No. B-10

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fill - fat clay with with root fragments, brown and gray, stiff, moist boulder or pinnacle encountered at 12 in., offset and redrill		1						50+
	5			2						10
		Auger refusal at 6.0 ft.								
	10									
	15									
	20									
	25									
	30									
	35									

This information pertains only to this boring and should not be interpreted as being indicative of the site.



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: CAVING> C







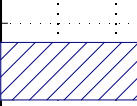
This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** July 7, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-12

This information pertains only to this boring and should not be interpreted as being indicative of the site.

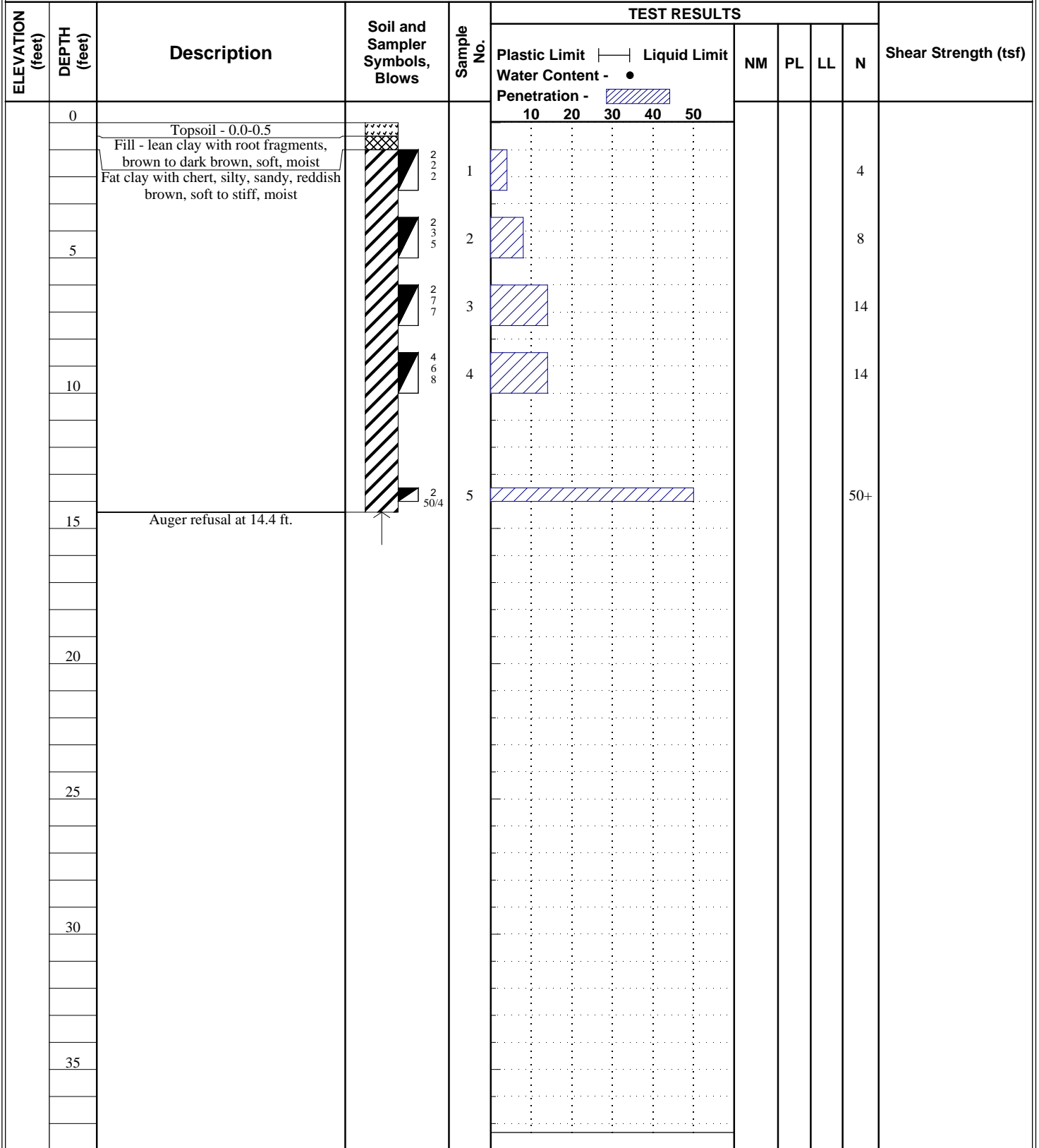
ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit	Liquid Limit	NM	PL		LL	N
					Water Content -	Penetration -					
	0	Topsoil - 0.0-0.5									
		Fill - lean-fat clay with pockets of DGA, reddish brown, firm, moist		3 3 3	1						6
	5			3 2 3	2						5
		Fat clay with chert, silty, sandy, red and tan with black mineral deposits, soft to very stiff, moist to very moist		1 1 1	3						2
	10			2 3 4	4						7
	15			10 12 12	5						24
		Boring terminated at 15.0 ft.									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** July 7, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-13

This information pertains only to this boring and should not be interpreted as being indicative of the site.



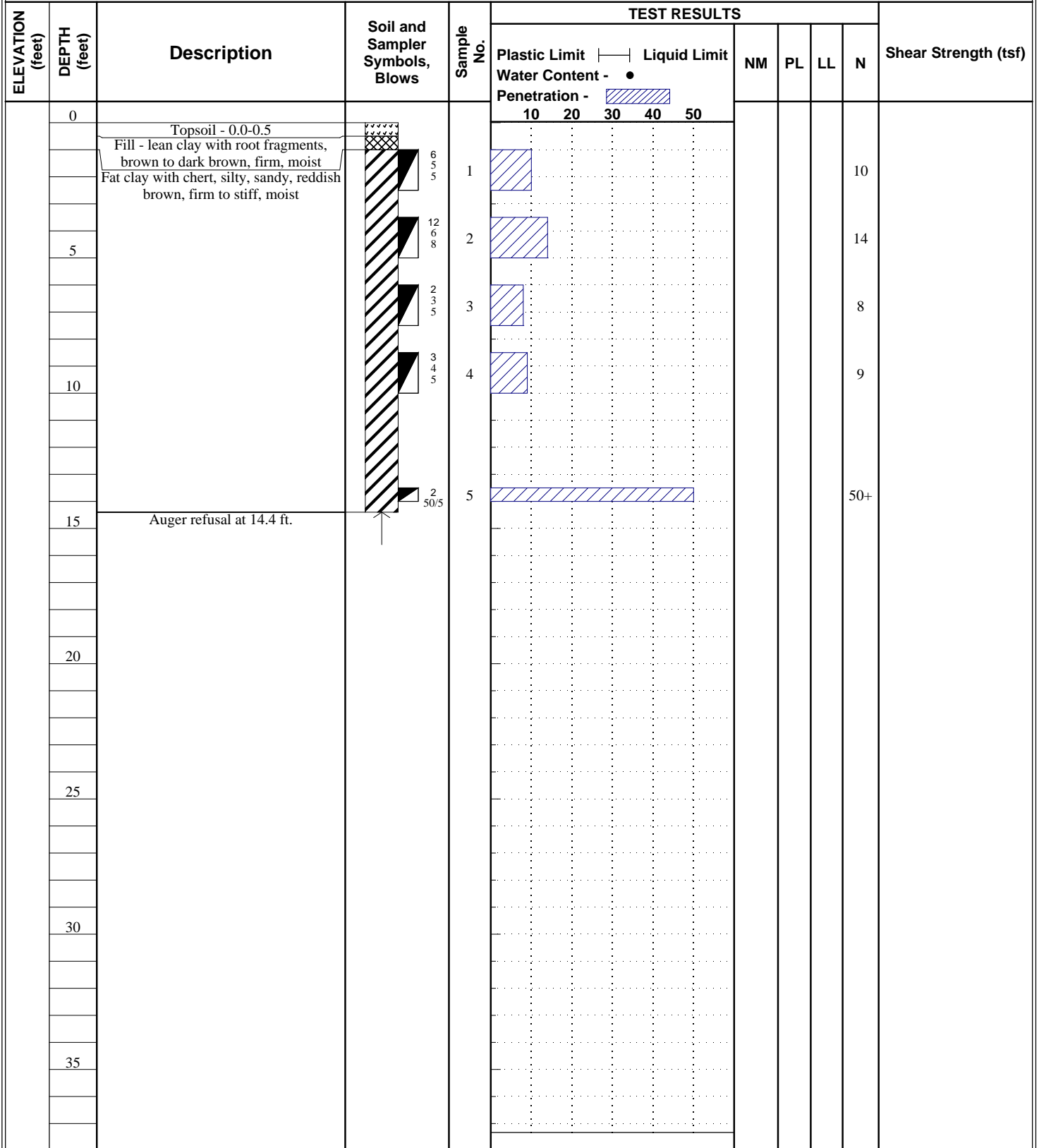
Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** July 7, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-14

This information pertains only to this boring and should not be interpreted as being indicative of the site.




Figure



PROJECT: CCPS New High School PROJECT NO.: 2021028
CLIENT: Christian County Public Schools DATE: July 7, 2021
LOCATION: Christian County High School Site, Fort ELEVATION:
DRILLER: Strata Group, LLC LOGGED BY: S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ▽ Dry AFTER 24 HOURS: ▽ CAVING> C

BORING No. B-15

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)							
					Plastic Limit	Liquid Limit	NM	PL		LL	N					
					Water Content -	Penetration -										
	0	Fill - lean clay with sparse grass at surface, tan, firm, slightly moist Auger refusal at 1.0 ft.	 50/0	1	10	20	30	40	50							





This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 557.51
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-16

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
557.51	0	Fill - fat clay with rock and root fragments, brown and reddish brown, stiff, moist		1						11
					2					
552.51	5	Auger refusal at 4.8 ft.								
547.51	10									
542.51	15									
537.51	20									
532.51	25									
527.51	30									
522.51	35									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 555.89
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING> C**

BORING No. B-17

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL	
555.89	0	Topsoil - 0.0-0.5 Fill - fat clay with rock fragments, dark brown and gray, very stiff, moist	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div><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PROJECT: CCPS New High School	PROJECT NO.: 2021028
CLIENT: Christian County Public Schools	DATE: Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort	ELEVATION: 557.42
DRILLER: Strata Group, LLC	LOGGED BY: S Mortimer
DRILLING METHOD: 4" SFA	
DEPTH TO WATER> INITIAL: ∇ Dry AFTER 24 HOURS: ∇ CAVING> C	

BORING No. B-18

[illegible]

This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
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BORING No. B-18 Core

This information pertains only to this boring and should not be interpreted as being indicative of the site.

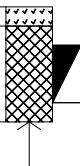
ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS					Shear Strength (tsf)
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL	LL	
	0	Overburden			10 20 30 40 50					
	5	Auger refusal at 2.9 ft. Begin core recovery. Limestone with clay seam or void from 6.4-7.9 ft.	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></d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PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 553.47
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. B-19

This information pertains only to this boring and should not be interpreted as being indicative of the site.

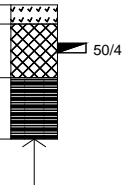

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)					
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N			
553.47	0	Topsoil - 0.0-0.5		1	10	20	30	40	50					7
		Fill - fat clay with rock and root fragments, reddish brown, firm, moist												
		Auger refusal at 3.0 ft.												
548.47	5													
543.47	10													
538.47	15													
533.47	20													
528.47	25													
523.47	30													
518.47	35													



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 552.59
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING> C**

BORING No. B-20

This information pertains only to this boring and should not be interpreted as being indicative of the site.

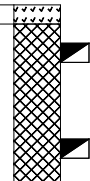



ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
552.59	0	Topsoil - 0.0-0.5 Fill - lean clay, root fragments, silty, brown to dark brown, firm, slightly moist Weathered rock Auger refusal at 3.5 ft.		1						50+
547.59	5									
542.59	10									
537.59	15									
532.59	20									
527.59	25									
522.59	30									
517.59	35									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 552.85
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ▽ Dry **AFTER 24 HOURS:** ▽ **CAVING> C**

BORING No. B-21

This information pertains only to this boring and should not be interpreted as being indicative of the site.








ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
552.85	0	Topsoil - 0.0-0.5									
		Fill - fat clay with rock and root fragments, silty, sandy, reddish brown, soft, moist		1						3	
				2						4	
547.85	5										
		Auger refusal at 6.0 ft.									
542.85	10										
537.85	15										
532.85	20										
527.85	25										
522.85	30										
517.85	35										



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 553.18
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-22

This information pertains only to this boring and should not be interpreted as being indicative of the site.

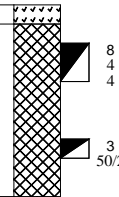



ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content -	Liquid Limit	NM	PL		LL	N
					Penetration -						
553.18	0	Topsoil - 0.0-0.5									
		Fill - lean clay with root fragments, brown, firm, slightly moist		1						8	
				2						8	
548.18	5										
		Lean clay with weathered rock, brown to dark brown, stiff, moist		3						9	
		Auger refusal at 8.5 ft.									
543.18	10										
538.18	15										
533.18	20										
528.18	25										
523.18	30										
518.18	35										



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 547.91
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-24

This information pertains only to this boring and should not be interpreted as being indicative of the site.

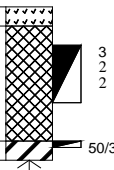

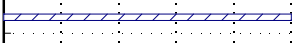
ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
547.91	0	Topsoil - 0.0-0.5 Fill - fat clay with rock and root fragments, silty, sandy, brown to dark brown, firm, dry		1						8	
				2						50+	
542.91	5	Auger refusal at 5.0 ft.									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 550.7
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-25

This information pertains only to this boring and should not be interpreted as being indicative of the site.

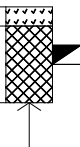
ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
550.7	0	Topsoil - 0.0-0.5								
		Fill - lean clay, root fragments, silty, brown and reddish brown, soft, moist		1						4
		Fat clay, gray and white, soft, moist								
		Auger refusal at 4.0 ft.								
545.7	5			2						50+
540.7	10									
535.7	15									
530.7	20									
525.7	25									
520.7	30									
515.7	35									

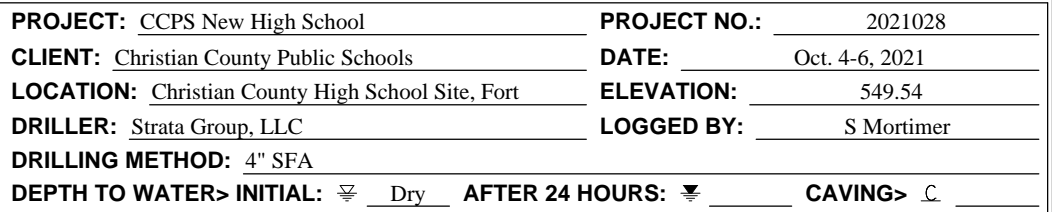


PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 549.3
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-26

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
549.3	0	Topsoil - 0.0-0.5 Fill - lean clay, root fragments, silty, brown to dark brown, firm, moist		1	10 20 30 40 50					50+
		Auger refusal at 2.5 ft.								
544.3	5									
539.3	10									
534.3	15									
529.3	20									
524.3	25									
519.3	30									
514.3	35									



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: _____ CAVING> C _____

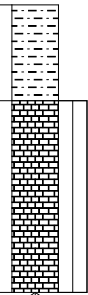
This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-27 Core

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS					Shear Strength (tsf)				
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL	LL		N			
	0	Overburden			10	20	30	40	50					
		Auger refusal at 2.5 ft. Begin core recovery. Limestone												
	5													
		Core recovery terminated at 7.5 ft.												
	10													
	15													
	20													
	25													
	30													
	35													

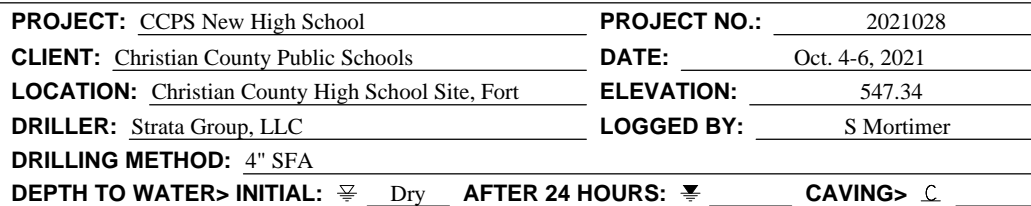


PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 548.06
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. B-28

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
548.06	0	Topsoil - 0.0-0.5		1						11
		Fill - fat clay with rock and root fragments, silty, sandy, red, orange, and tan, stiff, moist								
		Fat clay with sand, light brown to brown with black mineral deposits, stiff, moist		2						15
543.06	5	Auger refusal at 5.7 ft.								
538.06	10									
533.06	15									
528.06	20									
523.06	25									
518.06	30									
513.06	35									



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

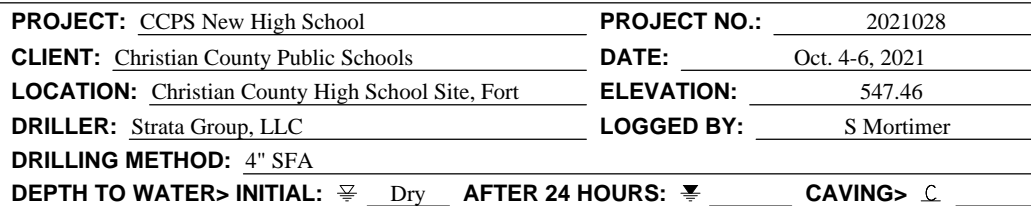


PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 546.98
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. B-30

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit	Liquid Limit	NM	PL		LL	N
					Water Content -	Penetration -					
546.98	0	Topsoil - 0.0-0.5 Fat clay with weathered rock, silty, brown to dark brown, soft to firm, moist		1						6	
				2						4	
541.98	5	Auger refusal at 5.9 ft.									
536.98	10										
531.98	15										
526.98	20										
521.98	25										
516.98	30										
511.98	35										



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 546.42
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. B-32

This information pertains only to this boring and should not be interpreted as being indicative of the site.

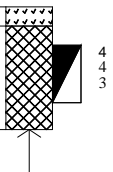

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
546.42	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fat clay with rock and root fragments, silty, light brown, firm to stiff, moist		1						7
				2						11
541.42	5	Auger refusal at 5.5 ft.								
536.42	10									
531.42	15									
526.42	20									
521.42	25									
516.42	30									
511.42	35									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 546.69
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. B-33

This information pertains only to this boring and should not be interpreted as being indicative of the site.

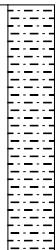
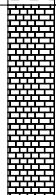

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)					
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N			
546.69	0	Topsoil - 0.0-0.5		1	10	20	30	40	50					7
		Fill - lean clay, silty, rock fragments, light brown, firm, slightly moist												
		Auger refusal at 3.2 ft.												
541.69	5													
536.69	10													
531.69	15													
526.69	20													
521.69	25													
516.69	30													
511.69	35													



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:**
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ▽ Dry **AFTER 24 HOURS:** ▽ **CAVING> C**

BORING No. B-33 Core

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS					Shear Strength (tsf)
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL	LL	
	0	Overburden			10 20 30 40 50					
	5									
		Auger refusal at 6.5 ft. Begin core recovery. Limestone		REC = 95% RQD = 80%						
	10									
		Core recovery terminated at 11.5 ft.								
	15									
	20									
	25									
	30									
	35									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 546.68
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-34

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
546.68	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fill - lean clay with rock and root fragments, light brown to dark brown, very stiff, moist		5 7 9	1					16
		Fat clay, silty, sandy, reddish brown with black mineral deposits, chert fragments, firm, moist		3 3 4	2					7
541.68	5			3 3 4	3					7
				4 5 5	4					10
536.68	10	Fat clay with weathered rock and chert fragments, red and tan, stiff, moist		3 4 50/1	5					50+
531.68	15	Auger refusal at 14.6 ft.								
526.68	20									
521.68	25									
516.68	30									
511.68	35									












Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 546.91
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-35

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
546.91	0	Topsoil - 0.0-0.5									
		Fill - lean clay with root fragments, light brown to brown, firm, moist		4							
		Fat clay, silty, sandy, reddish brown with black mineral deposits, chert fragments, firm, moist		3							7
				4							
				2							
541.91	5			3							6
				3							
				4							7
		Fat clay with weathered rock and chert fragments, brown and gray, stiff, moist		4							15
536.91	10	Auger refusal at 9.2 ft.		7							
				8							
531.91	15										
526.91	20										
521.91	25										
516.91	30										
511.91	35										

Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 543.75
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. B-36

This information pertains only to this boring and should not be interpreted as being indicative of the site.






ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
543.75	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fat clay with rock and root fragments, silty, reddish brown, firm to stiff, moist		1						7
				2						11
538.75	5	Auger refusal at 5.5 ft.								
533.75	10									
528.75	15									
523.75	20									
518.75	25									
513.75	30									
508.75	35									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 542.79
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. B-37

This information pertains only to this boring and should not be interpreted as being indicative of the site.











ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
542.79	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fill - lean clay, silty, root fragments, dark brown, firm, moist		1						7
		Fat clay, sandy, reddish brown with black mineral deposits, stiff, moist		2						11
537.79	5	Auger refusal at 6.4 ft.								
532.79	10									
527.79	15									
522.79	20									
517.79	25									
512.79	30									
507.79	35									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 545.91
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-38

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
545.91	0	Topsoil - 0.0-0.4 Lean clay with root fragments, silty, brown, firm, moist		1						7	
				2						6	
540.91	5	Fat clay, silty, sandy, reddish brown with black mineral deposits, firm, moist		3						6	
				4						13	
535.91	10	Fat clay with weathered rock and chert fragments, reddish orange, stiff to very stiff, moist		5						19	
530.91	15	Boring terminated at 15.0 ft.									
525.91	20										
520.91	25										
515.91	30										
510.91	35										

Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 545.99
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-39

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
545.99	0	Topsoil - 0.0-0.4									
		Fat clay, silty, sandy, reddish brown with black mineral deposits, firm, moist		1							7
				2							6
540.99	5			3							7
		Fat clay with weathered rock and chert fragments, reddish orange, stiff, moist		4							15
535.99	10			5							11
530.99	15	Boring terminated at 15.0 ft.									
525.99	20										
520.99	25										
515.99	30										
510.99	35										

Figure











PROJECT: CCPS New High School
CLIENT: Christian County Public Schools
LOCATION: Christian County High School Site, Fort
DRILLER: Strata Group, LLC
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

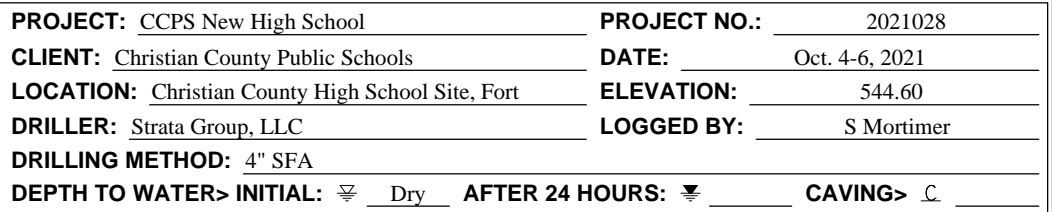
PROJECT NO.: 2021028
DATE: Oct. 4-6, 2021
ELEVATION: 544.56
LOGGED BY: S Mortimer

BORING No. B-40

This information pertains only to this boring and should not be interpreted as being indicative of the site.

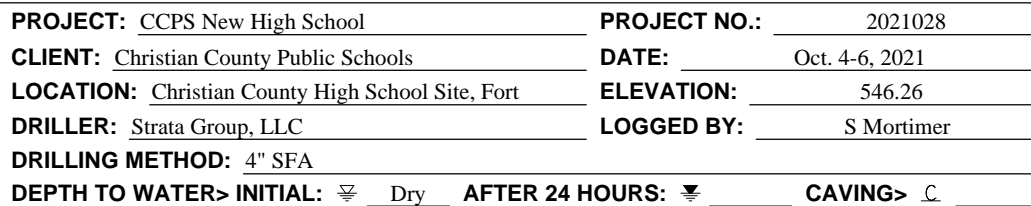
ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
544.56	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fat clay, sandy, reddish brown with black mineral deposits, stiff, moist		1						10
				2						12
539.56	5									
		Fat clay with weathered rock, sandy, red and orange, stiff, moist		3						14
				4						9
534.56	10									

Figure



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: CAVING> C

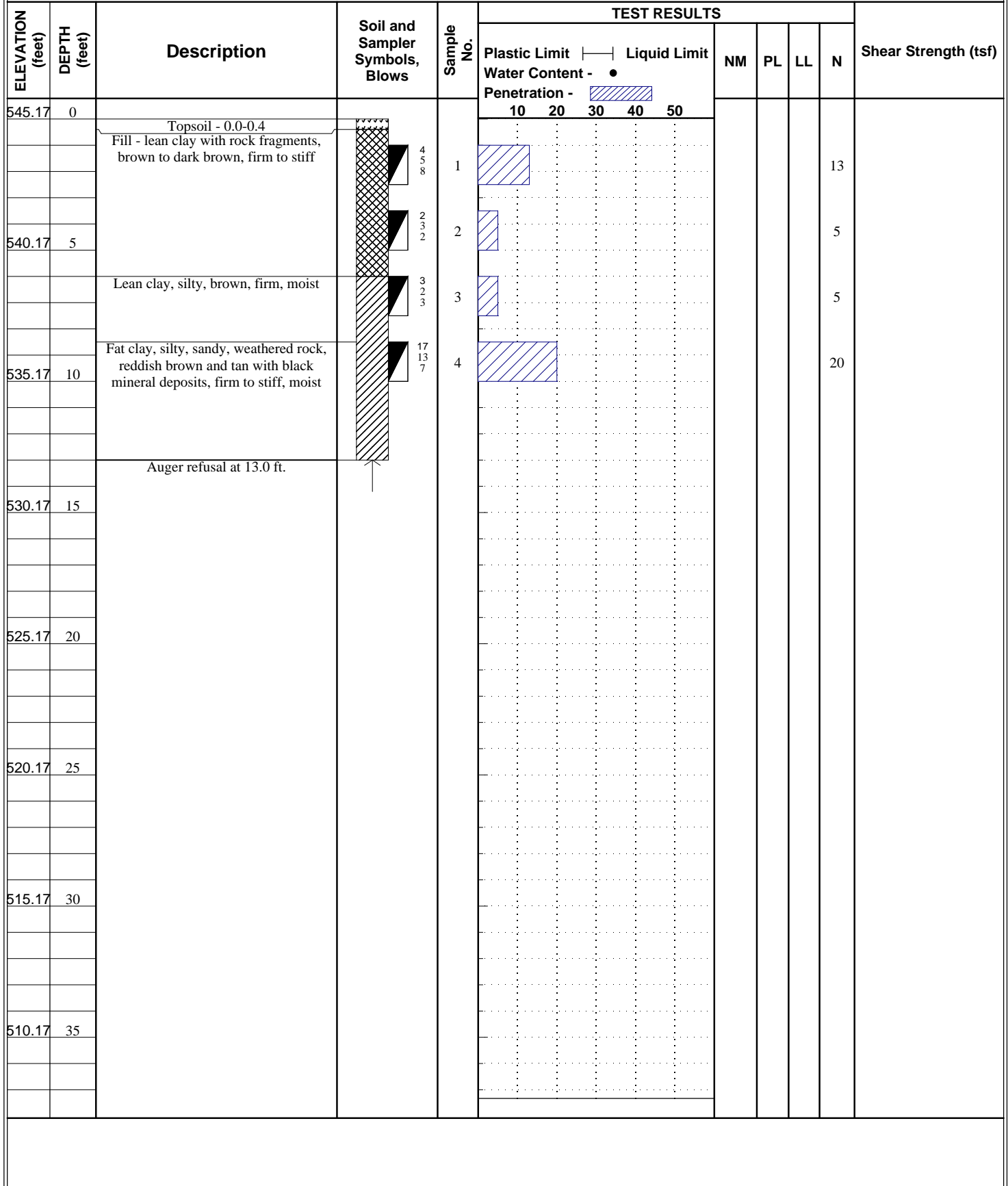
This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 545.17
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-43

This information pertains only to this boring and should not be interpreted as being indicative of the site.



Figure

PROJECT: <u>CCPS New High School</u>	PROJECT NO.: <u>2021028</u>
CLIENT: <u>Christian County Public Schools</u>	DATE: <u>Oct. 4-6, 2021</u>
LOCATION: <u>Christian County High School Site, Fort</u>	ELEVATION: <u>546.31</u>
DRILLER: <u>Strata Group, LLC</u>	LOGGED BY: <u>S Mortimer</u>
DRILLING METHOD: <u>4" SFA</u>	
DEPTH TO WATER> INITIAL: <u>☐</u> <u>Dry</u> AFTER 24 HOURS: <u>☒</u> CAVING> <u>C</u>	

BORING No. B-44

[illegible]

This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School
CLIENT: Christian County Public Schools
LOCATION: Christian County High School Site, Fort
DRILLER: Strata Group, LLC
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

PROJECT NO.: 2021028
DATE: Oct. 4-6, 2021
ELEVATION: 544.59
LOGGED BY: S Mortimer

BORING No. B-45

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
544.59	0	Topsoil - 0.0-0.4									
		Fat clay, silty, sandy, reddish brown with black mineral deposits, firm to stiff, moist		1							10
				2							7
539.59	5			3							15
				4							13
534.59	10			Fat clay with chert fragments, silty, sandy, red and tan, stiff, moist		5					
529.59	15	Boring terminated at 15.0 ft.									
524.59	20										
519.59	25										
514.59	30										
509.59	35										

Figure








PROJECT: CCPS New High School
CLIENT: Christian County Public Schools
LOCATION: Christian County High School Site, Fort
DRILLER: Strata Group, LLC
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

PROJECT NO.: 2021028
DATE: Oct. 4-6, 2021
ELEVATION: 542.22
LOGGED BY: S Mortimer

BORING No. B-46

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
542.22	0	Topsoil - 0.0-0.4 Fat clay, silty, sandy, weathered rock, reddish brown and tan with black mineral deposits, firm to stiff, moist									
				1							9
				2							8
537.22	5			3							9
				4							6
532.22	10										
		Auger refusal at 11.5 ft.									
527.22	15										
522.22	20										
517.22	25										
512.22	30										
507.22	35										

Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 549.36
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-47

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
549.36	0	Topsoil - 0.0-0.5 Fat clay, sandy, weathered rock and chert, red, tan, and brown with black mineral deposits, firm to stiff, moist								
				1						6
				2						15
544.36	5			3						15
				4						50+
539.36	10	Auger refusal at 9.8 ft.								
534.36	15									
529.36	20									
524.36	25									
519.36	30									
514.36	35									












Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 548.83
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-48

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
548.83	0	Topsoil - 0.0-0.8									
		Fill - lean clay with root fragments, silty, reddish brown, firm, moist		2 3 3	1						6
				3 3 4	2						7
543.83	5										
		Fat clay, silty, sandy, brown to dark brown, firm, moist		3 3 4	3						7
		Fat clay with weathered rock and chert fragments, red and tan, stiff, moist		8 7 4	4						11
538.83	10										
533.83	15	Boring terminated at 15.0 ft.		3 5 4	5						9
528.83	20										
523.83	25										
518.83	30										
513.83	35										

Figure

PROJECT: <u>CCPS New High School</u>	PROJECT NO.: <u>2021028</u>
CLIENT: <u>Christian County Public Schools</u>	DATE: <u>Oct. 4-6, 2021</u>
LOCATION: <u>Christian County High School Site, Fort</u>	ELEVATION: <u>550.89</u>
DRILLER: <u>Strata Group, LLC</u>	LOGGED BY: <u>S Mortimer</u>
DRILLING METHOD: <u>4" SFA</u>	
DEPTH TO WATER> INITIAL: <u>☐</u> <u>Dry</u> AFTER 24 HOURS: <u>☒</u> CAVING> <u>C</u>	

BORING No. B-49

[illegible]

This information pertains only to this boring and should not be interpreted as being indicative of the site.



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 549.94
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. B-50

This information pertains only to this boring and should not be interpreted as being indicative of the site.











ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
549.94	0	Topsoil - 0.0-0.5			10 20 30 40 50					
		Fat clay, sandy, weathered rock and chert, red, tan, and brown with black mineral deposits, firm to very stiff, moist		1						5
				2						13
544.94	5			3						20
		Auger refusal at 8.8 ft.		4						50+
539.94	10									
534.94	15									
529.94	20									
524.94	25									
519.94	30									
514.94	35									



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 546.06
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. B-52

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
546.06	0	Topsoil - 0.0-0.5			10 20 30 40 50						
		Fill - lean clay, brown to dark brown, firm, moist		1						7	
				2						7	
541.06	5		Fat clay with weathered rock, red, brown, and orange with black mineral deposits, firm to stiff, moist		3						6
					4						9
536.06	10										
531.06	15	Boring terminated at 15.0 ft.		5						15	
526.06	20										
521.06	25										
516.06	30										
511.06	35										

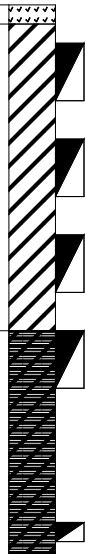






Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 547.14
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. S-37

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)				
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N		
					10 20 30 40 50								
547.14	0	Topsoil - 0.0-0.5											
		Fat clay, silty, sandy, reddish brown with black mineral deposits, stiff, moist		1							9		
				2							9		
542.14	5				3							11	
					4							14	
537.14	10			Fat clay with weathered rock and chert fragments, red, orange, and tan, stiff, moist		5							50+
532.14	15	Auger refusal at 14.4 ft.											
527.14	20												
522.14	25												
517.14	30												
512.14	35												

Figure



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 551.85
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. S-38

This information pertains only to this boring and should not be interpreted as being indicative of the site.

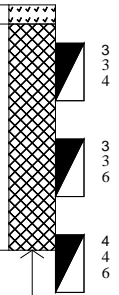




ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS					Shear Strength (tsf)	
					Plastic Limit Water Content -	Liquid Limit	NM	PL	LL		N
					Penetration -						
551.85	0	Topsoil - 0.0-0.5									
		Fill - lean clay, silty, brown, firm, moist		1							7
				2							9
546.85	5	Fat clay, silty, sandy, reddish brown with black mineral deposits, stiff, moist		3							10
				4							50+
		Auger refusal at 8.7 ft.									
541.85	10										
536.85	15										
531.85	20										
526.85	25										
521.85	30										
516.85	35										



PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 553.05
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. S-39

This information pertains only to this boring and should not be interpreted as being indicative of the site.










ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)		
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL	N
					10 20 30 40 50						
553.05	0	Topsoil - 0.0-0.5 Fill - lean clay, silty, brown to dark brown, firm to stiff, moist		1						7	
				2						9	
548.05	5			3						10	
		Auger refusal at 6.4 ft.									
543.05	10										
538.05	15										
533.05	20										
528.05	25										
523.05	30										
518.05	35										



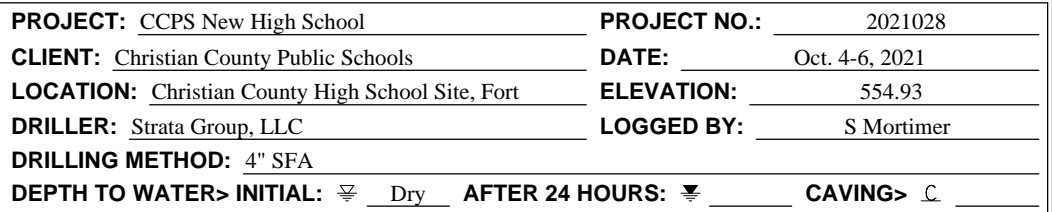
PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 555.09
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ∇ Dry **AFTER 24 HOURS:** ∇ **CAVING>** C

BORING No. S-40

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
555.09	0	Topsoil - 0.0-0.4			10 20 30 40 50					
		Fill - lean clay, rock fragments, brown to dark brown, firm, moist		1						7
				2						5
550.09	5	Fat clay with sand, orange and brown, stiff, moist		3						9
		Fat clay with weathered rock, sandy, dark brown, moist, stiff		4						50+
545.09	10	Auger refusal at 9.2 ft.								
540.09	15									
535.09	20									
530.09	25									
525.09	30									
520.09	35									

Figure



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: _____ CAVING> C _____

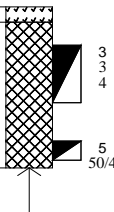

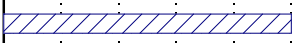
This information pertains only to this boring and should not be interpreted as being indicative of the site.

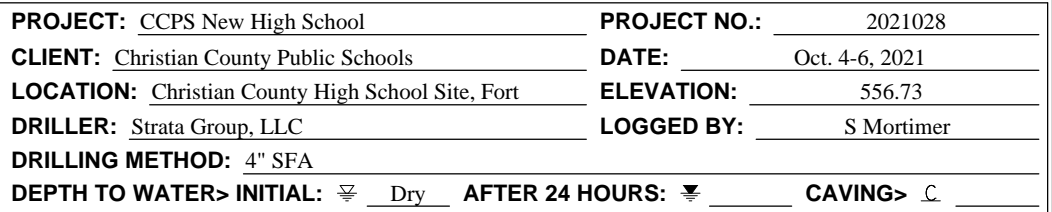


PROJECT: CCPS New High School **PROJECT NO.:** 2021028
CLIENT: Christian County Public Schools **DATE:** Oct. 4-6, 2021
LOCATION: Christian County High School Site, Fort **ELEVATION:** 554.09
DRILLER: Strata Group, LLC **LOGGED BY:** S Mortimer
DRILLING METHOD: 4" SFA
DEPTH TO WATER> INITIAL: ☒ Dry **AFTER 24 HOURS:** ☒ **CAVING>** ☒

BORING No. S-42

This information pertains only to this boring and should not be interpreted as being indicative of the site.

ELEVATION (feet)	DEPTH (feet)	Description	Soil and Sampler Symbols, Blows	Sample No.	TEST RESULTS				Shear Strength (tsf)	
					Plastic Limit Water Content - Penetration -	Liquid Limit	NM	PL		LL
554.09	0	Topsoil - 0.0-0.4								
		Fill - lean clay, rock fragments, brown to dark brown, firm, moist		1						7
			2						50+	
549.09	5	Auger refusal at 4.2 ft.								
544.09	10									
539.09	15									
534.09	20									
529.09	25									
524.09	30									
519.09	35									



DEPTH TO WATER> INITIAL: Dry AFTER 24 HOURS: _____ CAVING> C _____

[illegible]

Figure

APPENDIX C

Site Location Map Drawings

LINE	BEARING	DISTANCE
1	N 02°44' 21" W	488.35
2	N 00°52' 54" E	499.21
3	N 03°38' 14" E	357.5
4	N 02°44' 21" W	336.82
5	N 02°16' 38" E	55.07
6	N 82°16' 43" W	55.07
7	N 07°36' 40" E	40.00
8	N 82°18' 45" W	55.00
9	N 07°46' 35" E	209.29
10	N 08°04' 32" E	174.78
11	S 82°01' 02" E	400.00
12	N 07°46' 35" E	209.29
13	S 82°01' 39" E	174.78
14	N 82°01' 39" W	160.04
15	N 09°07' 58" E	842.24
16	S 71°31' 24" W	36.41
17	S 65°30' 01" W	80.00
18	S 61°22' 17" W	77.06
19	S 61°22' 17" W	636.88
20	S 61°16' 03" W	636.88
21	S 64°31' 07" W	150.19
22	S 73°56' 04" W	149.26
23	S 78°35' 17" W	273.39
24	S 79°34' 33" W	549.82

07.07
LLC
5

TAX MAP NO. 123-00 00 007.07
ASSOCIATED VENTURES, LLC
DEED BOOK 753 PAGE 75
TRACT 2
AREA:
3.27 ACRES
142462.70 SQ.FT.

INITIAL BORINGS AND
SOUNDINGS B1-15 AND S1-15

FINAL BORINGS AND
SOUNDINGS B16-52 AND S16-56



TAX MAP NO. 123-00 00 007.04
ASSOCIATED VENTURES, LLC
DEED BOOK 753 PAGE 75
AREA:
0.05 ACRES
2200.50 SQ.FT.

jks
HOPKINSVILLE
KENTUCKY
ARCHITECTURE

01037-0000 (0.17) YW 1 00377-0000 (0.17) ENIG 1 1

(859) 278-5412	HOPKINSVILLE, KY
(270) 886-5466	LEXINGTON, KY
(828) 774-5499	ASHEVILLE, NC
BE# 630	



NEW HIGH SCHOOL
CHRISTIAN COUNTY PUBLIC SCHOOLS
US-41A
HOPKINSVILLE, KENTUCKY
JKS#

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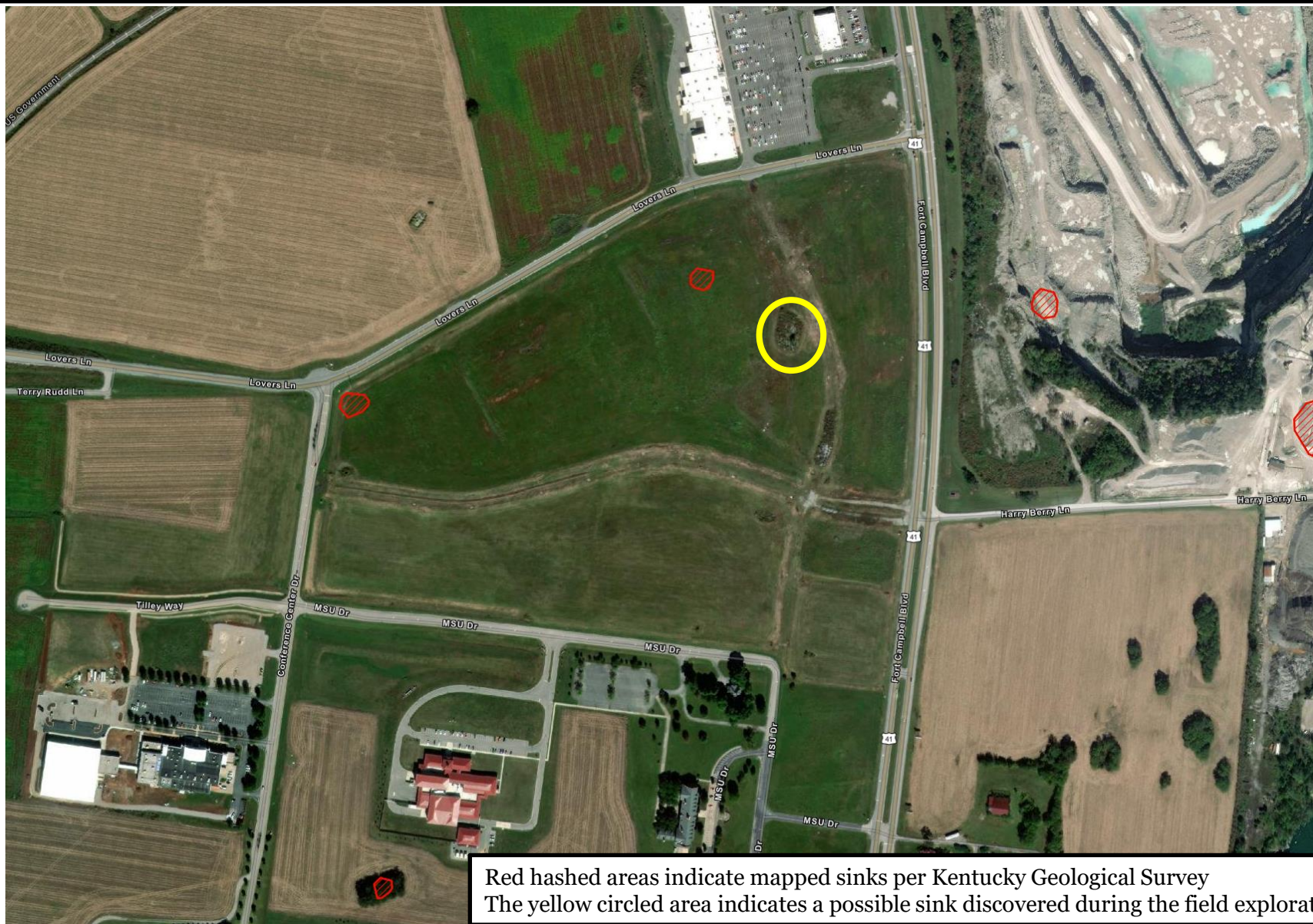
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PRELIMINARY
DOCUMENT
DATE: 09-28-21

REV	DATE

SHEET
SD-0.0

PRELIMINARY



Red hashed areas indicate mapped sinks per Kentucky Geological Survey
The yellow circled area indicates a possible sink discovered during the field exploration



L.E. Gregg Associates, Inc.
2456 Fortune Drive, Suite 155
Lexington, Kentucky 40509

Christian County Public Schools
New High School
Hopkinsville, KY

Project #2021028

Sinkhole Mapping

APPENDIX D

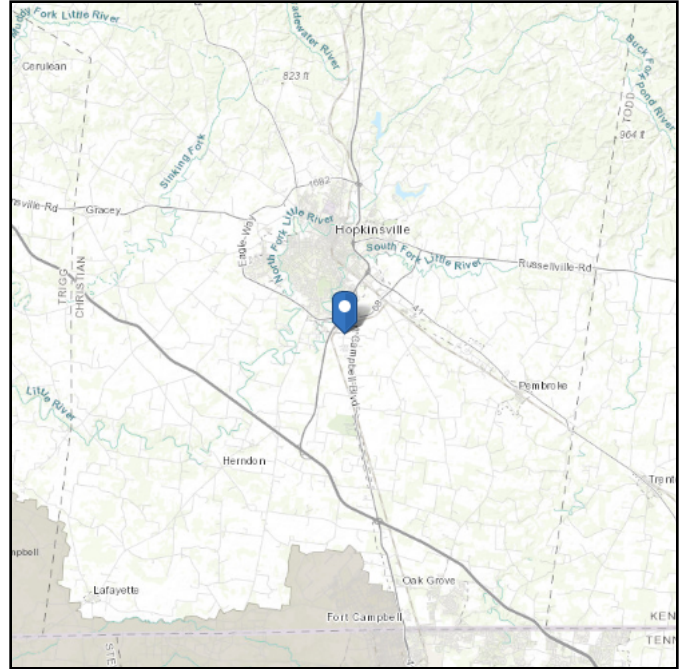
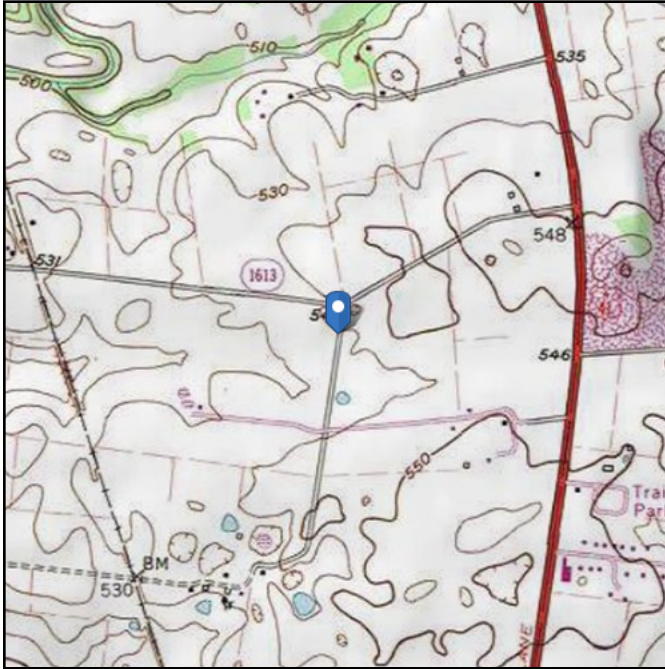
Seismic Design Information

ASCE 7 Hazards Report

Address:
No Address at This
Location

Standard: ASCE/SEI 7-10
Risk Category: III
Soil Class: C - Very Dense
Soil and Soft Rock

Elevation: 538.19 ft (NAVD 88)
Latitude: 36.808996
Longitude: -87.479425

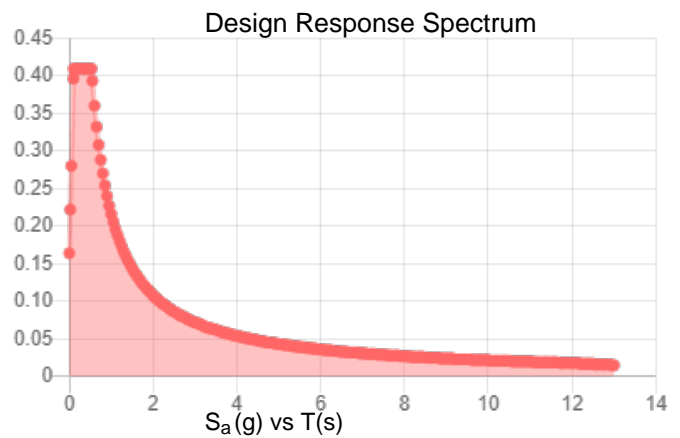
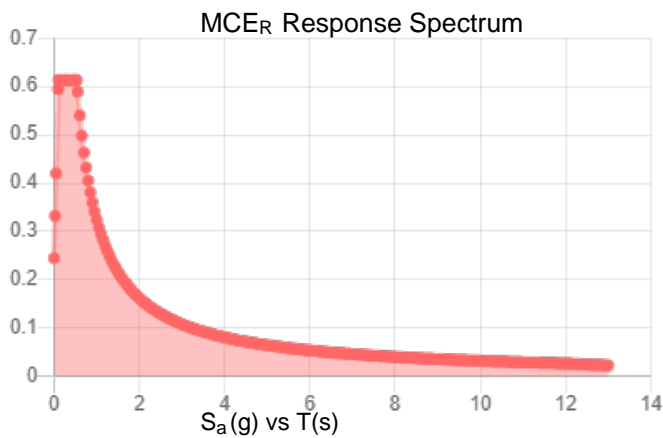


Site Soil Class: C - Very Dense Soil and Soft Rock

Results:

S_S :	0.513	S_{DS} :	0.409
S_1 :	0.203	S_{D1} :	0.216
F_a :	1.195	T_L :	12
F_v :	1.597	PGA :	0.264
S_{MS} :	0.613	PGA _M :	0.3
S_{M1} :	0.324	F_{PGA} :	1.136
		I_e :	1.25

Seismic Design Category D

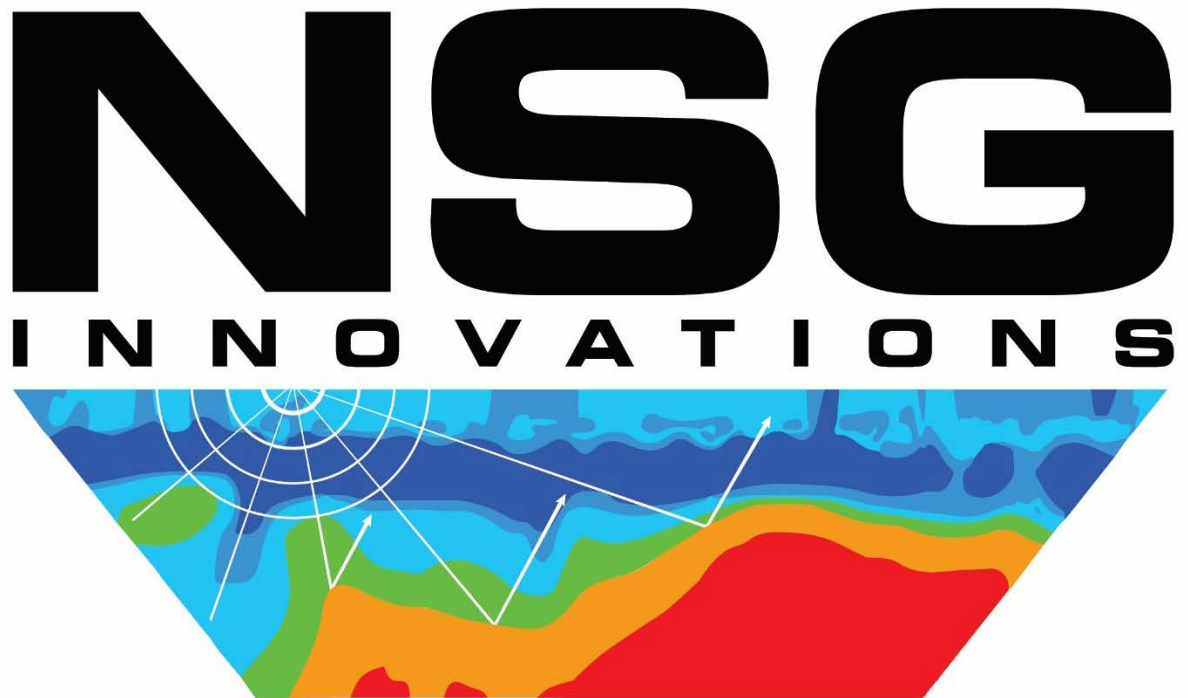


Data Accessed:

Fri Nov 19 2021

Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-10, incorporating Supplement 1 and errata of March 31, 2013, and ASCE/SEI 7-10 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-10 Ch. 21 are available from USGS.



SHEAR-WAVE VELOCITY TESTING FOR SEISMIC CLASS DETERMINATION

Christian County High School Hopkinsville, KY

Prepared For:

Steven Mortimer, P.E.
L.E. Gregg Associates
2456 Fortune Drive, Suite 155
Lexington, KY 40509

December 23, 2021

Prepared by:

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Near Surface Geophysics
501 Nutwood Street,
Bowling Green KY 42103
859-462-2449

Submitted by:

Thomas Brackman
Elizabeth May

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2.0	Technical Background.....	3
2.1	Surface Wave Seismic Method; Refraction Microtremor (ReMi)	4
3.0	Procedures	5
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5.0	Limitations.....	6
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Figure 2	ReMi Dispersion Curve and Picks	8
Figure 3	Shear-Wave Velocity Profile.....	9

1.0 Introduction

The area under investigation is located within a large, gently rolling field southwest of the intersection between US 41-A and Lovers Lane in Hopkinsville, Kentucky. The seismic site classification survey was conducted through a portion of the proposed building footprint based on the boring stakes present and discussion with L E Gregg Associates personnel on site. The survey line began southeast of the stake marked B-20 and extended to the northwest. A site map showing the location of the survey in relation to the site is included as Figure 1. The intent of this survey is to conduct shear-wave velocity testing for seismic class determination for this property.

The information provided herein is a determination of the shear-wave velocity using the Refraction Microtremor (ReMi) method, which can be used in accordance with the International Building Code (IBC) to determine a seismic site classification. It is recommended that a professional engineer be consulted to determine if the site class noted here is acceptable.

2.0 Technical Background

Since its introduction in the late 1990s, use of surface wave techniques have rapidly increased for two reasons: (1) they provide the shear-wave velocity (V_s) of ground materials, which is one of the most important geotechnical parameters in civil engineering, and (2) they are easier to use than other common seismic approaches (e.g., refraction, reflection, and surface-wave surveys).

Elastic moduli are commonly used in geotechnical engineering to describe the behavior of Earth materials under stress, which is ultimately related to such tasks as properly designing earthworks and structural foundations, risk assessment under specific site conditions, and monitoring various types of existing infrastructures for public safety. Among three primary types of modulus: Young's (E), shear (μ), and bulk (κ) moduli—the first two are most commonly used because of what they represent. Young's modulus simply describes the deformation tendency along the axis of stress, whereas the shear modulus describes the tendency of shape deformation (shearing) that, in turn, is related to the viscosity of material. Young's and shear moduli are determined from the parameters of density (ρ), V_s , and Poisson's ratio (δ). V_s plays the most important role as it is included as squared terms in expressions. In addition, V_s , in reality, changes through a broader range than density and Poisson's ratio. Therefore, accurate evaluation of V_s can be extremely valuable in geotechnical engineering. The shear modulus can be determined fairly accurately once V_s is known. Alternatively, Young's modulus requires Poisson's ratio to obtain a comparable accuracy. V_s information of ground materials is obtained by processing Rayleigh-type surface waves that are dispersive when travelling through a layered media (i.e. different frequencies travel at different speeds). This dispersion property is determined from a material's V_s (by more than 95%), P-wave velocity (V_p) ($\leq 3\%$), and density (ρ) ($\leq 2\%$). By analyzing dispersion properties, we can therefore determine V_s fairly accurately by assuming some realistic values for V_p and ρ . The accurate evaluation of the dispersion property is most important with any surface-wave method in this sense.

By using a transformation, the surface wave method converts raw field data in a time-offset ($t-x$) domain into a frequency-slowness velocity ($f-p$) domain. The remaining procedure extracts a dispersion curve that will be used in a subsequent process in search for the one-dimensional (1D)

V_s profile. An accurate dispersion analysis is obviously an important part of data processing, and this is because shear-wave velocity (V_s) information is a good indicator of the material stiffness. The surface wave methods are often applied in civil engineering to deal with mechanical aspects of ground materials for example, assessment of load-bearing capacity, ground behavior under continuous and prolonged vibration, and ground amplification and liquefaction potential.

Based on the premise established from empirical studies that the top 30 meters are influenced the most, and also from the fact that the shear-wave velocity (V_s) is the best indicator of stiffness, the average V_s in the top 30 meters (approximately 100 ft.) (usually denoted as V_s 30 m or V_s 100 ft.) is used as an important criterion in the design of building structures. In general, a site with a lower V_s 30 m (100 ft.) would be subject to greater ground amplification (and suffer more damage from an earthquake).

The National Earthquake Hazard Reduction Program (NEHRP) established by the U.S. Congress in 1977 adopts this criterion and classifies a site into one of several categories (Table 1). The International Building Code (IBC) published the same classification designations in 2000 as one of the parameters that should be accounted for in structural design.

Calculation of the average V_s for a certain depth range can be accomplished in two ways: (1) based on relative thickness-contribution of each layer, and (2) based on the definition of velocity—total distance ($\sum di$) divided by total travel time ($\sum ti$) that is calculated by the summation of thickness (di) divided by velocity (V_{si}) of each layer. Both methods can yield significantly different results for the same V_s profile as illustrated by using a simple two-layer V_s profile. V_s 30 m, as defined in the International Building Code (IBC 2000 and later editions) uses the second method, which tends to put a heavier weight on the lower V_s as shown in the equation below:

$$V_{s30m} = \sum di / \sum ti = 30 / \sum (di/V_{si}) \text{ (m/s)} \quad (1)$$

2.1 Surface Wave Seismic Method; Refraction Microtremor (ReMi)

Refraction Microtremor or ReMi is a surface-wave seismic method for measuring in-situ shear-wave (S-wave) velocity profiles. The ReMi method is used to determine shear-wave velocity profiles for International Building Code seismic site classification. The Rayleigh wave method has since been used for delineation of landslides and tunnel assessment, soil compaction control, mapping the subsurface and estimating the strength of subsurface materials. Testing is performed at the surface using the same conventional seismograph and vertical P-wave geophones used for

Table 1 Site Class Definitions partially reproduced below

Site Class	Soil Profile Name	Average Properties in Top 100 feet (as per 2000 IBC section 1615.1.5) Soil Shear Wave Velocity, V_s	
		Feet/second	Meters/second
A	Hard Rock	$V_s > 5000$	$V_s > 1524$
B	Rock	$2500 < V_s \leq 5000$	$762 < V_s \leq 1524$
C	Very dense soil and soft rock	$1200 < V_s \leq 2500$	$366 < V_s \leq 762$
D	Stiff soil profile	$600 < V_s \leq 1200$	$183 < V_s \leq 366$
E	Soft soil profile	$V_s < 600$	$V_s < 183$

Site Classifications adopted from Table 1615.1.1 Site Class Definitions published in 2000 International Building code, International Code Council, Inc. on page 350.

refraction studies thus the term refraction. The seismic source consists of ambient seismic "noise", or microtremors, which are constantly being generated by cultural and natural noise. Depending on the material properties of the subsurface, ReMi can determine shear-wave velocities down to a minimum of 40 meters (approximately 130 feet) and a maximum of 100 meters (approximately 300 feet) depth. The data acquisition procedure consists of obtaining ten to twenty, thirty-second seismic noise records using conventional seismograph and 4.5 or 10 Hertz (Hz), P-wave geophones. The wavefield transformation of the noise record reveals the shear-wave dispersion curve. The shear-wave dispersion curve is then manually picked from the wavefield transformation and forward modeled to determine the subsurface shear-wave velocity profile (see inset Diagram 1).

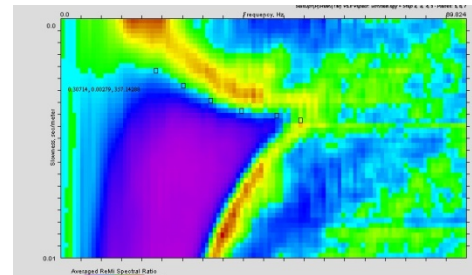


Diagram 1: Schematic diagram of the slowness (p) frequency transformation of the data for picking the dispersion curve.

3.0 Procedures

At the Christian County High School proposed construction site, one ReMi line was conducted on December 22, 2021 using twenty-four 10 hertz geophones positioned with 13-foot spacing for a total line length of 299 feet. The line was laid out for the survey as shown in Figure 1, oriented southeast to northwest. Data were collected for 30 second intervals using a Seismic Source DAQ link III, 24-bit Data, 24-Channel Seismic Acquisition Unit equipped with Vibroscope Seismic Software.

Evaluation of the ReMi data for the site was completed using the method described by Louie (2001). The recorded data were exported to the SeisOpt® ReMi™ proprietary software for processing and modeling. SeisOpt® ReMi™ software was used to process and pick the dispersion curve (Figure 2). The dispersion curve was forward modeled to construct a shear-wave velocity profile (Figure 3). Shear wave velocities obtained from the forward modeling process are compared to the National Earthquake Hazard Reduction Program (NEHRP) site class as illustrated in Table 1.

4.0 Summary of Findings

The information provided herein is a determination of the shear-wave velocity using the Refraction Microtremor (ReMi) method and can be used in accordance with the International Building Code (IBC) to determine a seismic site classification (Table 1). The Site Class has been determined to be **Class B** based on data provided by the geophysical survey conducted. Shear wave velocity, based on evaluation of data from the ReMi survey line at the site, is **$V_s=2710.9 \text{ ft/sec} \pm 23.4 \text{ ft/sec}$** .

5.0 Limitations

This study included a limited set of geophysical readings across limited portions of the site. The results and interpretations of the geophysical survey performed are considered generally reliable and were conducted in a manner generally consistent with practitioners in the field of geophysical engineering. The methods used in this investigation are considered reliable. The shear wave data applies only to this particular site.

Figure 1 Line location



Figure 2 ReMi Dispersion Curve and Picks

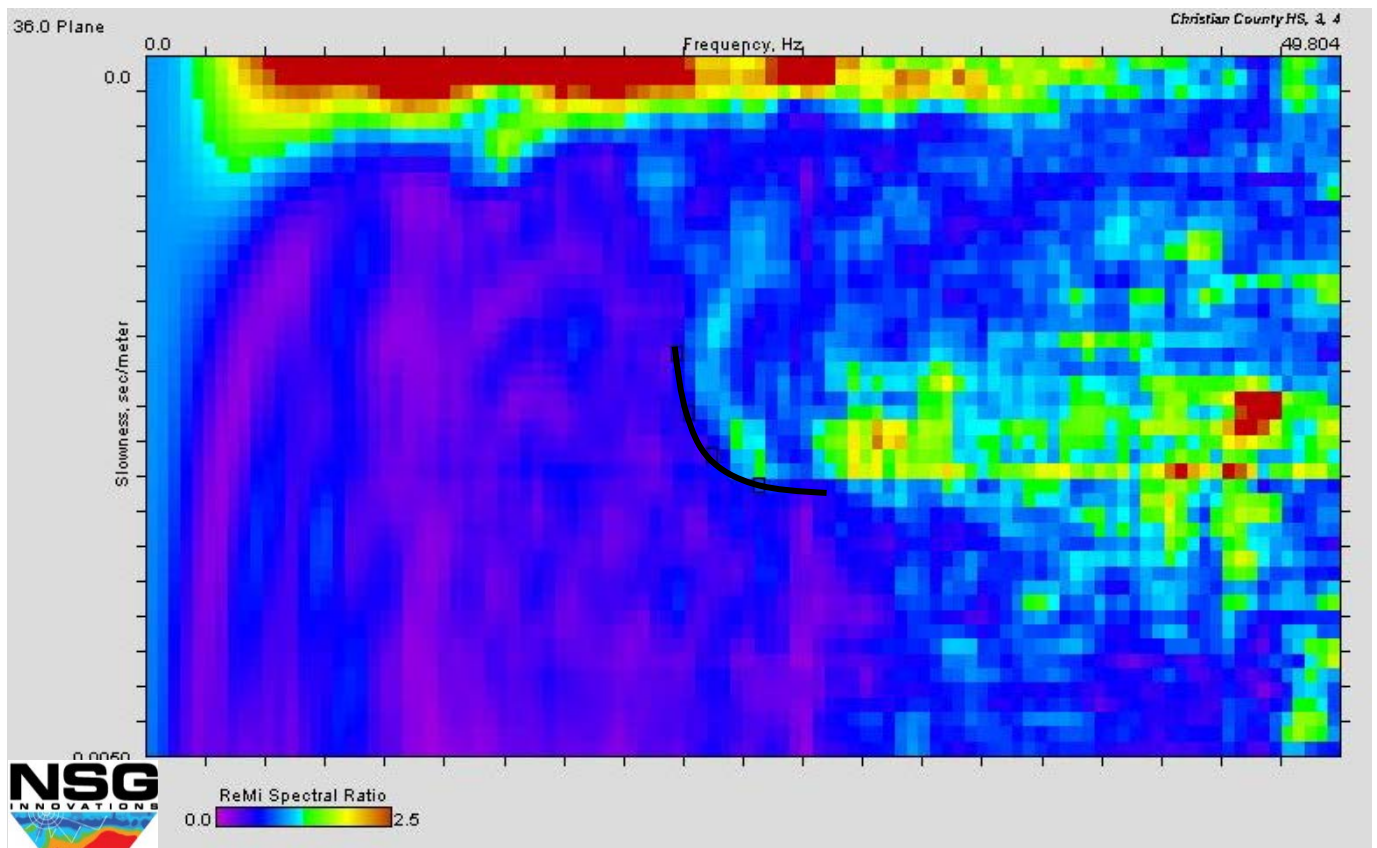
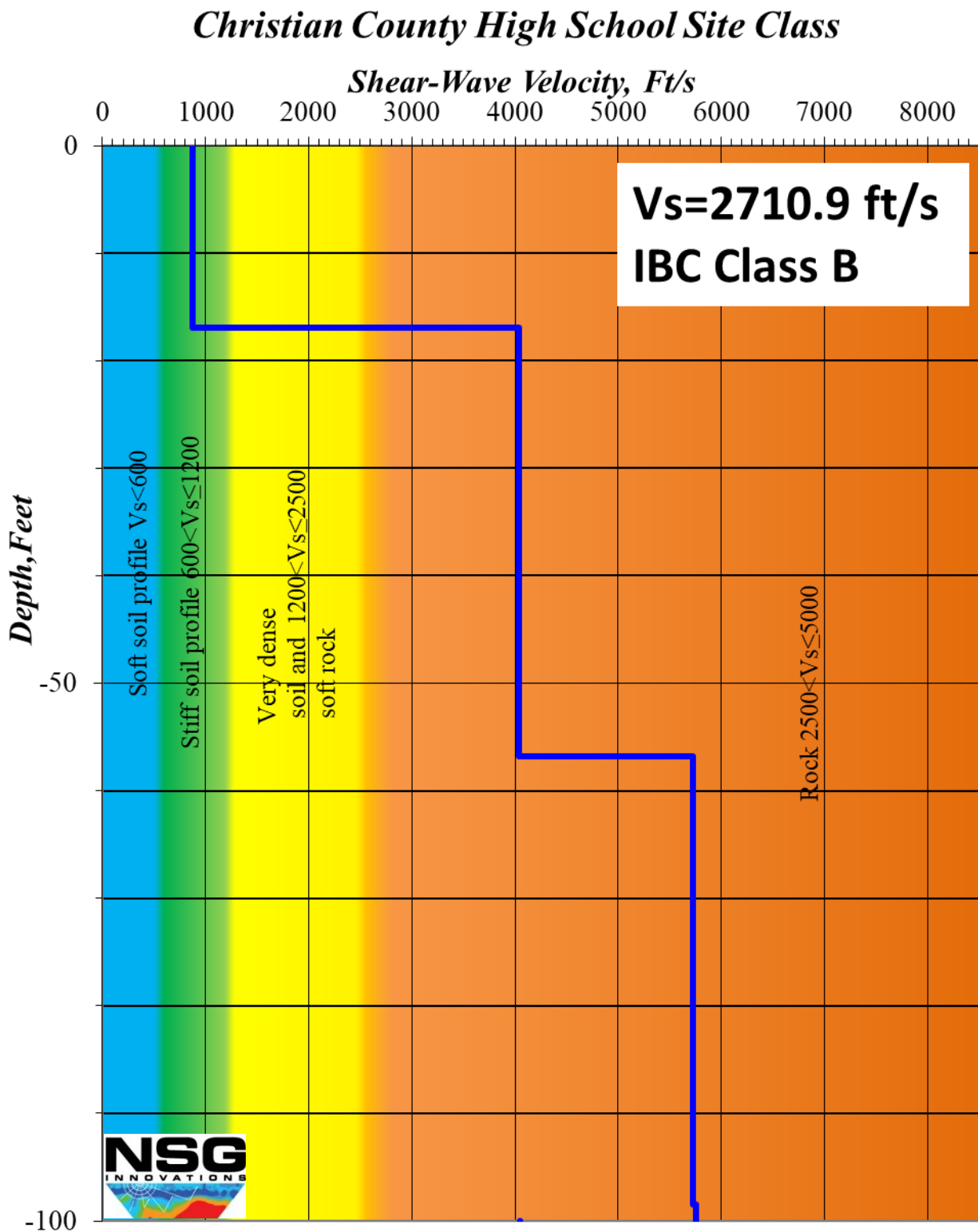


Figure 3 Shear-Wave Velocity Profile



SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Owner-furnished products.
 - 4. Use of premises.
 - 5. Owner's occupancy requirements.
 - 6. Work restrictions.
 - 7. Project substantial completion.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: New School – Mass Grading, Christian County Public Schools.
 - 1. Project Location: US 41-A & Lover's Lane, Hopkinsville, KY, 42240.
- B. Owner: Christian County Public Schools.
- C. Architect: Hafer PSC, 21 Southeast Third Street, Suite 800, Evansville, IN 47708.
- D. Structural Engineer: K&S Engineering, 124 Hillcrest Dr, Clarksville, TN 37043.
- E. Civil Engineer: Bell Engineering, 107 Forbes Drive, Hopkinsville, KY 42240
- F. The Work consists of the following:
 - 1. The project consists mass grading for a new two-story high school including main building pad and adjacent parking lot / laydown area. The contract for construction will include civil work.
 - 2. Contract Documents, dated January 2022 were prepared for the Project by Hafer PSC, K&S Engineering and Bell Engineering.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 CONTRACTOR OBLIGATION

A. Construction:

- 1. Labor, materials and equipment.
- 2. Tools, construction equipment and machinery.
- 3. Temporary facilities, services and protection required for construction.
- 4. All other facilities and services necessary for proper execution and completion of work.

B. Permits and Licenses:

- 1. Secure and pay for all permits and licenses as necessary for proper execution and completion of work.
- 2. Inspections of appropriate agencies shall be scheduled by the Contractor.
- 3. Contractor is responsible for all costs associated with water and sewer utilities including taps, meters and piping between the utility line and the building if applicable.

C. Compliance:

- 1. Comply with all codes, ordinances, rules and regulations, orders and other legal requirements of public authorities which bear on performance of work.
- 2. Promptly submit written notice to architect of observed variance of contract documents from legal requirements.

1.6 OWNER-FURNISHED AND INSTALLED PRODUCTS

- A. Owner will furnish products indicated. The Work includes providing support systems to receive Owner's equipment and making plumbing, mechanical, and electrical connections.

- 1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
- 2. Owner will furnish Contractor the earliest possible delivery date for Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.
- 3. Owner shall furnish contractor shop drawings, product data and samples for coordination. Contractor shall note discrepancies or anticipated problems in use of product.
- 4. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
- 5. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.

B. Owner-Furnished and Installed Products:

- 1. N/A

1.7 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Owner Occupancy: Allow for limited Owner occupancy of Project site and use by the public.
 2. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises and adjacent lots clear and available to emergency vehicles at all times. Do not use these or other public right-of ways for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Construction Vehicle Parking: Location for workers and delivery vehicle parking shall be provided on site, legally on adjacent streets or coordinated with adjacent property owners by contractor.
- C. Smoking: Smoking shall be strictly prohibited on the project site and within the confines of the new facility at all times.

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 WORK RESTRICTIONS

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or adjacent property owners unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Owner's written permission.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Quantity allowances.

1.3 SELECTION AND PURCHASE

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

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 QUANTITY ALLOWANCES

- A. Allowances are to include all materials, labor, equipment, time, etc., required to perform the work and install quantities described. The value of these allowances will be based on the unit price included in the contract. If the allowances are exceeded, additional compensation will be due based on the quantities used and unit prices. If the quantities included in the allowance are not used, the contract amount will be reduced based on quantities not used and unit prices.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No.1: Quantity Allowance: Include in the base bid, 2,500 tons for soil treatment with lime to reduce plasticity, applied at 3% by volume. Allowance includes are effort required to apply, blend and compact soil.
- B. Allowance No.2: Quantity Allowance: Include in the base bid, 25,000 cubic yards of undercut, removal, disposal and replacement of unsuitable soil material with suitable compacted soil material.
- C. Allowance No.3: Quantity Allowance: 3. Include in the base bid, 75 cubic yards of reinforced concrete for sinkhole cap.

END OF SECTION 012100

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. 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 Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 1:

1. Description: Fill, mass
2. Unit of Measurement: Cu. Yd.

B. Unit Price No. 2:

1. Description: Excavation, mass
2. Unit of Measurement: Cu. Yd.

C. Unit Price No. 3:

1. Description: Excavation, trench
2. Unit of Measurement: Cu. Yd.

D. Unit Price No. 4:

1. Description: Undercut, removal, disposal, and Replacement of unsuitable soil material with suitable compacted soil material.
2. Unit of Measurement: Cu. Yd.

E. Unit Price No. 5:

1. Description: Rock Excavation, mass
2. Unit of Measurement: Cu. Yd.

F. Unit Price No. 6:

1. Description: Rock Excavation, trench
2. Unit of Measurement: Cu. Yd.

G. Unit Price No. 7:

1. Description: Soil treatment with lime, including application, blending and compaction
2. Unit of Measurement: Ton, installed

H. Unit Price No. 8:

1. Description: Geotextile stabilization/separation fabric
2. Unit of Measurement: Sq. Yd., installed

I. Unit Price No. 9:

1. Description: Stone base, DGA
2. Unit of Measurement: Ton, installed

J. Unit Price No. 10:

1. Description: Reinforced structural concrete
2. Unit of Measurement: Cu. Yd., installed

END OF SECTION 012200

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 3. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- 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. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project.
 - j. 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 date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. 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.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. 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 is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. 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. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 5 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect of the proposed change in the work will have on the contract time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to the Project Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Comply with requirements in section "Product Substitution" if the proposed change requires substitution of one product or system for a product or system specified.
 5. When requested, prepare explanations and documentation to substantiate the margins claimed.
 6. Include a statement indicating the effect the proposed change in the work will have on the contract time.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests, forms provided by Owner. Sample copies are included at end of this Section.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Project Manager will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Project Manager at earliest possible date but no later than 10 working days before the date scheduled for submittal of initial Applications for Payment. Project Manager will take appropriate action or forward to Architect for their consideration.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Change Orders (numbers) that affect value.
 - d. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Project Manager. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
 - 2. Project Manager will take appropriate action or forward to Architect
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Schedule of unit prices.
 - 5. List of Contractor's staff assignments.
 - 6. List of Contractor's principal consultants.
 - 7. Copies of building permits.
 - 8. Certificates of insurance and insurance policies.
 - 9. Performance and payment bonds.

10. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 2. Updated final statement, accounting for final changes to the Contract Sum.
 3. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 4. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 5. AIA Document G707, "Consent of Surety to Final Payment."
 6. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
 2. Preparation of the Schedule of Values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - b. Indicate required installation sequences.
 - c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of

such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Project Manager and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Project Manager and Architect, within three days of the meeting.

- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.

1. Attendees: Authorized representatives of Owner, Project Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress:
3. Minutes: Record and distribute meeting minutes.

- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Project Manager of scheduled meeting dates.

2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
1. Attendees: In addition to representatives of Owner, Project Manager and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 3. Minutes: Record the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
 1. Attendees: In addition to representatives of Owner, Project Manager and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 1. Project name.
 2. Date.
 3. Name of Contractor.
 4. Name of Architect.
 5. RFI number, numbered sequentially.
 6. Specification Section number and title and related paragraphs, as appropriate.
 7. Drawing number and detail references, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

- C. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Field condition reports.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 - 2. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
 - 3. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

1.4 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.

3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

B. Preliminary Construction Schedule: Submit two opaque copies.

C. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

1.5 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within seven days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice to Proceed. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

2.4 REPORTS

- A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Project Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 3. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties.
 - 5. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 6. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals. Verify availability with Architect. Costs to obtain is \$25.00 per CD Rom.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. 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.
 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Resubmittal Review: Allow 15 days for review of each resubmittal.
 3. Concurrent Consultant Review: When concurrent review of submittals by the Architect's consultants, Owner or other parties, allow 21 days for review of each submittal.
- E. Identification: Place a permanent label or title block on each submittal for identification.
 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Drawing number and detail references, as appropriate.
 - j. Transmittal number, numbered consecutively.
 - k. Remarks.
 - l. Signature of transmitter.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - J. 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.
 - K. Use for Construction: Use only final submittals with mark indicating "approval notation from Architect's action stamp" taken by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.

- d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operation and maintenance manuals.
 - k. Compliance with specified referenced standards.
 - l. Testing by recognized testing agency.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Number of Copies: Submit the number of copies of each submittal required for distribution to appropriate parties. Architect will retain one copy plus one copy for consultants files, if required, and return remaining copies. Mark-up and retain one returned copy as a project record document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Relationship to adjoining construction clearly indicated.
 - n. Seal and signature of professional engineer if specified.
 - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.

- c. Sample source.
 - d. Number and title of appropriate Specification Section.
- 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
- 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
- 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one. Mark up and retain returned Sample set as a Project Record Sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product.
 - 2. Number and name of room or space.
 - 3. Location within room or space.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 - 1. Number of Copies: Submit one copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- F. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- I. **Product Test Reports:** Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- J. **Research/Evaluation Reports:** Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- K. **Preconstruction Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- L. **Compatibility Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- M. **Field Test Reports:** Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- N. **Maintenance Data:** Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."
- O. **Design Data:** Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. **Manufacturer's Instructions:** Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.

- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- S. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S / ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for

installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor with copy to Architect..
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.

2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric power service use charges for electricity used by all entities for construction operations.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails..

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC 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. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures".

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

1. Connect temporary sewers to municipal system, private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating: Provide temporary heating required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment 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.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 1. Install electric power service overhead or underground, unless otherwise indicated.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 2. Install lighting for Project identification sign.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.
 1. Provide additional telephone lines for the following:
 - a. Provide a dedicated telephone line for each facsimile machine in each field office.
 2. At each telephone, post a list of important telephone numbers.
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Architect's office.
 - e. Engineers' offices.
 - f. Owner's office.
 - g. Principal subcontractors' field and home offices.
 3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas within construction limits indicated on Drawings.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.

C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."

D. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

E. Parking: Provide temporary parking areas for construction personnel.

F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

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

- I. Construction signs and/or "Coming Soon" pre-opening marketing signs shall be permitted at a maximum number of three (3) for the overall site, internally or externally illuminated, a maximum of eight (8) feet in height, and fifty (50) square feet each. Such signs shall be removed prior to occupancy of the use for which the construction sign and/or "Coming Soon" sign identifies.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Division 31 Section "Site Clearing."
- C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.

1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
 3. Fence to remain on site until 30 days after completion of mass grading. Fence may need to remain on site for additional time until the contract for the facility takes over and sets up fence. See unit prices.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- K. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- L. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
1. 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.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility 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. Complete or, if necessary, restore permanent construction that may

have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "References" for applicable industry standards for products specified.
 - 2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

- D. Manufacturer's Warranty" Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- E. Special Warranty: Written warranty required by or incorporated into the contract documents, either to extend time limit provided by manufacturer's warranty or to provide more rights to the Owner.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. At Contractor's option, initial submittal may be limited to product selections and designations that must be established early in Contract period.
 - 4. Completed List: Within 60 days after date of commencement of the Work, submit 3 copies of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 5. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. 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.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
5. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. 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.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. 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.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

- a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
- b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. 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:
 - 1. 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.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect will consider Contractor's request for comparable product 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:
 - 1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

2.4 BASIS OF DESIGN PRODUCTS

- A. Where a substitute is proposed for a specified product or manufacturer or a manufacturer changes published information that was the original "Basis-of-Design", results in additional construction costs and/or redesign costs, if any, will be borne by the Contractor.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. General installation of products.
 - 2. Coordination of Owner-installed products.
 - 3. Progress cleaning.
 - 4. Starting and adjusting.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017313 - FIELD ENGINEERING

PART 1 – GENERAL

1.1 SCOPE

A. The Contractor shall:

1. Provide civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
2. Develop and make detail surveys and measurements needed for construction including slope stakes, batter boards, piling layout and other working lines, elevations and cut sheets.
3. Keep a transit and leveling instrument on the site at all times and a skilled instrument man available whenever necessary for layout of the work.
4. Provide material required for bench marks, control points, batter boards, grade stakes and other items.
5. Be solely responsible for locations, dimensions and levels. No data other than written orders of the Engineer shall justify departure from the dimensions and levels required by the Plans.
6. Safeguard points, stakes, grade marks, monuments and bench marks or establish on the Work, re-establish same if disturbed and rectify Work improperly installed because of not maintaining, not protecting or removing without authorization such established points, stakes, marks and monuments.
7. When requested by the Engineer, provide such facilities and assistance as may be necessary for Engineer to check line and grade points placed by Contractor.
8. Provide all required utility locates.

- B. Construction staking for fields and drainage swales must be bluetopped at 10 to 20 foot intervals, laser graded or staked in a manner that produces for very concise and accurate finish elevations.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 017313

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Execution" for progress cleaning of Project site.
 - 2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 6. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 7. Complete startup testing of systems.
 - 8. Submit test/adjust/balance records.
 - 9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 10. Advise Owner of changeover in heat and other utilities.

11. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
12. Complete final cleaning requirements, including touchup painting.
13. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion to Project Manager. On receipt of request, Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Project Manager will prepare the Certificate of Substantial Completion after inspection 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.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Prepare and submit project record documents, operation and maintenance manuals and similar final record information.
2. Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list). 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.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Project Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Project Manager will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.6 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. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - b. Remove snow and ice to provide safe access to building.
 - c. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition.
 - d. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - e. Sweep concrete floors broom clean in unoccupied spaces.
 - f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - h. Remove labels that are not permanent.
 - i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - j. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - k. Replace parts subject to unusual operating conditions.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - p. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.

- d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees to remain.
 - 2. Removing existing trees.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earth Moving" for soil materials, excavating, backfilling, and site grading.
 - 2. Division 32 Section "Turf and Grasses" for finish grading including preparing and placing planting soil mixes and testing of topsoil material.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earth Moving."
1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to a sediment and erosion control plan, specific to the site, that complies with requirements of authorities having jurisdiction.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.
- C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 UTILITIES

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
 - 4. Use only hand methods for grubbing within tree protection zone.
 - 5. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3.6 DISPOSAL

- A. Disposal: Remove obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, pavements and lawns and grasses.
 - 2. Base course for pavements and floor slabs.
 - 3. Excavating and backfilling for utility trenches.
 - 4. Erosion Control, including obtaining and complying with Kentucky Division of Water KPDES storm water permit.
- B. Related Sections include the following:
 - 1. Division 31 Section "Site Clearing" for temporary erosion and sedimentation control measures, site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
 - 2. Division 32 Section "Turf and Grasses" for finish grading, including preparing and placing topsoil and planting soil for lawns.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Stone course placed immediately on prepared subgrades.
- C. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil from onsite sources or imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

- F. Fill: Soil materials used to raise existing grades.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- I. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

- A. Product Data: For the following:
 1. Separation geotextile.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 1. Classification according to ASTM D 2487 of each on-site soil material proposed for fill and backfill.
 2. Laboratory compaction curve according to ASTM D 698 for each on-site soil material proposed for fill and backfill.

1.5 GEOTECHNICAL DATA

- A. Geotechnical Engineering Report was prepared for this project by L.E. Gregg and Associates dated November 19, 2021. Copies of this report are included in the project documents.
- B. Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn therefrom by the Contractor. Geotechnical report data is made available for the convenience of the contractor and is not a part of the contract documents. Additional test borings and other exploratory operations may be made by the Contractor at no cost to the Owner.
- A. The Owner will employ L. E. Gregg and Associates for soils engineering services on this project. The cost for services to be provided by the Geotechnical Engineer during construction is by the Owner. The minimum scope of services is as follows:
 1. Proctor Testing
 2. Compaction Testing and Reporting for Soils and Crushed Stone
 3. On site monitoring of earthwork operations
 4. Recommendations for cut/fill operations

5. Recommendations for improving existing soils
6. Other tests as determined necessary by the Soils Engineer

1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.
 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground and overhead utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Materials encountered during excavating are unclassified. No additional payment will be made for rock removal.
- B. The Soils Engineer is to be on site to determine satisfactory and unsatisfactory soil materials. Unsatisfactory soils are defined as in place soil material, left after removal of topsoil, that cannot be conditioned to provide satisfactory results. The Soils Engineer is to be the sole judge of the suitability of the soil material.
- C. Base Course: Dense graded aggregate conforming to Kentucky Department of Highways Standards and Specifications.
- D. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Bedding Course: No. 9 stone conforming to Kentucky Department of Highways Standards and Specifications.

2.2 GEOTEXTILES

- A. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 1. Survivability: Class 2; AASHTO M 288.
 2. Grab Tensile Strength: 247 lbf; ASTM D 4632.
 3. Sewn Seam Strength: 222 lbf; ASTM D 4632.
 4. Tear Strength: 90 lbf; ASTM D 4533.

5. Puncture Strength: 90 lbf; ASTM D 4833.
6. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."
- C. Protect and maintain erosion and sedimentation controls, which are specified in Division 31 Section "Site Clearing," during earthwork operations.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Obtain written permission from authorities having jurisdiction before bringing explosives to Project site or using explosives on Project site.
 1. Perform blasting without damaging adjacent structures, property, or site improvements.
 2. Perform blasting without weakening the bearing capacity of rock subgrade and with the least-practicable disturbance to rock to remain.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches beneath pipe in trenches, and the greater of 12 inches wider than pipe or 24 inches wide.
 - b. 16 inches below finished floor elevation within the building limits, extended 10 feet out.
 - c. 12 inches below finished grade in lawn areas.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
 1. Clearance: 6 inches each side of pipe.
- C. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.7 SUBGRADE INSPECTION

- A. Notify Soils Engineer when excavations have reached required subgrade.
- B. If Soils Engineer determines that unsatisfactory soil is present, the Soils Engineer will provide a recommendation for remedy. If proposed remedy will result in a request from the Contractor for additional time or money, Contractor shall provide a cost estimate for the Project Engineer and Owner to review. The request for the additional time or money will be authorized or rejected. If rejected, alternate approaches will be considered. Recommendations and/or directions given by the Soils Engineer are **not** authorizations for changes to the contract for either time or money. Work performed without prior authorization from the Owner will be at the Contractor's expense and no additional compensation will be provided.
- C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction.
 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 25 tons or other equipment approved by the Soils Engineer.
 3. See paragraph B above for addressing soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Soils Engineer.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Soils Engineer, without additional compensation.

3.8 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.9 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
1. Testing and inspecting underground utilities.
 2. Removing trash and debris.
 2. Removing temporary shoring and bracing, and sheeting.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Place and compact initial backfill of stone backfill material, KDOH #9, to a height of 12 inches over the utility pipe or conduit.
1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- D. Place and compact final backfill of satisfactory soil to final subgrade elevation.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

- B. Place and compact satisfactory soil fill material in layers to required elevations. Use compacted dense graded aggregate for fill material in building pad, extending 5 feet outside of exterior wall.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs and steps, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98 percent.
 - 2. Under pavements, scarify and re-compact top 12 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under walkways, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 4. Under lawn or unpaved areas, scarify and re-compact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 95 percent to 12 inches below final grade. Compact upper 12 inches to 85 percent.
 - 5. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch.

3.15 BASE COURSES

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 1. Shape and base course to required crown elevations and cross-slope grades.
 2. Place and base course 4 inches or less in compacted thickness in a single layer.
 3. Compact and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 100 percent of maximum dry unit weight according to ASTM D 698.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner shall engage L.E. Gregg and Associates to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 2500 sq. ft. or less of paved area or building slab, but in no case fewer than 3 tests.
 2. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.
 3. Lawn areas: At subgrade and at each compacted fill and backfill layer, at least 1 test for every 10,000 sq. ft. or less, but in no case fewer than 3 tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Soils Engineer; reshape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent Work, and eliminate evidence of restoration to greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 312000

SECTION 334100 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes gravity-flow, non-pressure storm drainage outside the building.

1.3 DEFINITIONS

- A. HDPE: High-Density Polyethylene plastic.
- B. PVC: Polyvinyl chloride plastic.

1.4 SUBMITTALS

- A. Product Data: For the following:
- B. Shop Drawings: For the following:
 - 1. Manholes: Include plans, elevations, sections, details, and frames and covers.
 - 2. Drainage Structures. Include plans, elevations, sections, details, and frames, covers, and grates.
- C. Coordination Drawings: Show pipe sizes, locations, and elevations. Show other piping in same trench and clearances from storm drainage system piping. Indicate interface and spatial relationship between manholes, piping, and proximate structures.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle manholes according to manufacturer's written rigging instructions.
- D. Handle drainage structures according to manufacturer's written rigging instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 PIPING MATERIALS

- A. Refer to Part 3 "Piping Applications" Article for applications of pipe, fitting, and joining materials.

2.3 STEEL PIPE AND FITTINGS

- A. Corrugated Steel Pipe and Fittings: ASTM A760A/760M, Type I with fittings of similar form and construction as pipe.
 - 1. Standard-Joint Bands: Corrugated steel.
 - 2. Coating: Aluminum.

2.4 PE PIPE AND FITTINGS

- A. Corrugated HDPE Pipe and Fittings NPS 12 to NPS 48: AASHTO M 294M, Type S, with smooth waterway for coupling joints.
- B. Silttight Couplings: HDPE sleeve with ASTM D 1056, Type 2, Class A, Grade 2 gasket material that mates with pipe and fittings.

2.5 CONCRETE PIPE AND FITTINGS

- A. Reinforced-Concrete Sewer Pipe and Fittings: ASTM C 76, with bell-and-spigot or groove and tongue ends and gasketed joints with ASTM C 443, rubber gaskets.
 - 1. Class III.

2.6 PVC PIPE and FITTINGS

- A. PVC storm pipe and fittings, NPS 12 and smaller (12" for roof collection system only): ASTM D 3034, SDR 35, with bell-and-spigot ends for gasketed joints with ASTM F477, elastomeric seals.

2.7 MANHOLES

- A. Standard Precast Concrete Manholes: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.

1. Diameter: 48 inches minimum, unless otherwise indicated.
 2. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation.
 3. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, and having separate base slab or base section with integral floor.
 4. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated.
 5. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated. Top of cone of size that matches grade rings.
 6. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
 7. Steps: ASTM A 615/A 615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D 4101, PP, wide enough to allow worker to place both feet on 1 step and designed to prevent lateral slippage off of step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Omit steps if total depth from floor of manhole to finished grade is less than 60 inches.
 8. Adjusting Rings: Interlocking rings with level or sloped edge in thickness and diameter matching manhole frame and cover. Include sealant recommended by ring manufacturer.
 9. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover.
 10. Manhole Frames and Covers: Ferrous; 24-inch ID by 7- to 9-inch riser with 4-inch-minimum width flange and 26-inch- diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "STORM SEWER."
- a. Material: ASTM A 536, Grade 60-40-18 ductile iron, unless otherwise indicated.

2.8 CONCRETE

- A. General: Cast-in-place concrete according to ACI 318/318R, ACI 350R, and the following:
1. Cement: ASTM C 150, Type II.
 2. Fine Aggregate: ASTM C 33, sand.
 3. Coarse Aggregate: ASTM C 33, crushed gravel.
 4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water-cementitious materials ratio.
1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.
- C. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water-cementitious materials ratio.
1. Reinforcement Fabric: ASTM A 185, steel, welded wire fabric, plain.
 2. Reinforcement Bars: ASTM A 615/A 615M, Grade 60, deformed steel.

2.9 DRAINAGE STRUCTURES

- A. Standard Precast Concrete Drainage Structures: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
- B. Cast-in-Place Concrete, Drainage Structures: Construct of reinforced concrete; designed according to ASTM C 890 for structural loading; of depth, shape, dimensions, and appurtenances indicated.
- C. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for A-16, structural loading. Include flat grate with small square or short-slotted drainage openings.
 - 1. Size: 24 by 24 inches minimum, unless otherwise indicated.
 - 2. Grate Free Area: Approximately 50 percent, unless otherwise indicated.

2.9 PIPE OUTLETS

- A. Head Walls: Cast-in-place, or precast, reinforced concrete, with apron and tapered sides.
- B. Riprap Basins: Broken, irregular size and shape, graded stone according to NSSGA's "Quarried Stone for Erosion and Sediment Control."
 - 1. Average Size: NSSGA No. R-5, screen opening 5 inches (127 mm).

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Division 31 Section "Earth Moving."

3.2 PIPING APPLICATIONS

- A. Gravity-Flow, Non-pressure Sewer Piping: Use any of the following pipe materials subject to a Manning's formula roughness coefficient of not more than 0.015:
 - 1. Corrugated steel pipe and fittings, standard-joint bands, and banded joints.
 - 2. Corrugated HDPE pipe and fittings, silttight couplings, and coupled joints.
 - 3. Reinforced-concrete sewer pipe and fittings, gaskets, and gasketed joints.
 - 4. Polyvinyl chloride pipe and fittings (12" and smaller, 12" for roof collection system only), gaskets and gasketed joints.

3.3 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping.

- B. Location and arrangement of piping layout take design considerations into account. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- C. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream.
- D. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- E. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- F. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- G. Install gravity-flow, non-pressure drainage piping according to the following:
 - 1. Install piping with 12-inch minimum cover.
 - 2. Install corrugated steel piping according to ASTM A 798/A 798M.
 - 3. Install HDPE corrugated sewer piping according to CPPA's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings."
 - 4. Install reinforced-concrete sewer piping according to ASTM C 1479 and ACPA's "Concrete Pipe Installation Manual."
 - 5. Install PVC storm piping according to ASTM D 2321 and ASTM F 1668.

3.4 PIPE JOINT CONSTRUCTION

- A. Where specific joint construction is not indicated, follow piping manufacturer's written instructions.
- B. Join gravity-flow, non-pressure drainage piping according to the following:
 - 1. Join corrugated steel sewer piping according to ASTM A 798/A 798M.
 - 2. Join corrugated HDPE piping according to CPPA 100 and the following:
 - a. Use silttight couplings for Type 2, silttight joints.
 - 3. Join reinforced-concrete sewer piping according to ACPA's "Concrete Pipe Installation Manual" for rubber-gasket joints.
 - 4. Join PVC storm piping according to ASTM D 2321 and ASTM D 3034 for elastomeric seal joints or ASTM D 3034 for elastomeric gasket joints.

3.5 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections according to ASTM C 891.

- C. Construct cast-in-place manholes as indicated.

3.6 DRAINAGE STRUCTURE INSTALLATION

- A. Construct drainage structures to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.7 OUTLET INSTALLATION

- A. Construct inlet head walls, aprons, and sides of reinforced concrete, as indicated.
- B. Construct riprap of broken stone, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with flared end sections that match pipe, where indicated.
- E. Construct energy dissipaters at outlets, as indicated.

3.8 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI 318/318R.

3.9 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
 - 1. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 2. Re-inspect and repeat procedure until results are satisfactory.

3.10 CLEANING

- A. Clean interior of piping of dirt and superfluous materials.

END OF SECTION 334100