PROJECT MANUAL

Construction Documents
Division 00 - 01

New Hammond Middle/High School
Bid Package 1- Sitework Utilities/Concrete Foundations/Structural Steel

Hammond, IN 46320

School City of Hammond

The SKILLMAN Corporation
Project Administration
Construction Management

SCHMIDT ASSOCIATES

Volume 1 of 2
September 6, 2018
Project No. 218000.01

SARAH KATHLEEN HEMPSTEAD
REGISTERED
N0.
AR10400134
STATE OF
INDIANA
ARCHITECT

Sarah K Hempstead

ALLEN T. JACOBSEN
REGISTERED
N0.
10001136
STATE OF
INDIANA
PROFESSIONAL ENGINEER

Allen T. Jacobsen

WESLEY B. HARRISON
REGISTERED
PE60860410
STATE OF
INDIANA
PROFESSIONAL ENGINEER

Wesley B. Harrison

PROJECT MANUAL VOLUME I

PROJECT:	School City of Hammond New Middle/High School Bid Package 1- Sitework Utilities/Concrete Foundation/Structural Steel 5926 Calumet Ave. Hammond, IN 46320
TSC PROJECT NO.:	218000.01
A/E PROJECT NO.:	2017-105.MHS
OWNER:	School City of Hammond and Hammond Multi-School Building Corporation 41 Williams Street Hammond, IN 46320
ARCHITECT/ENGINEER:	Schmidt Associates 415 Massachusetts Ave. Indianapolis, IN 46204
DATED:	September 6, 2018
PRE-BID CONFERENCE/SITE EXAMINATION:	September 13, 2018 at 3:30 PM CDT 5926 Calumet Ave. Hammond, IN 46320
BIDS RECEIVED:	September 26, 2018 at 10:00 AM CDT 41 Williams Street Hammond, IN 46320
BIDDERS' CONTACTS:	**ARCHITECT/ENGINEER:** Schmidt Associates 415 Massachusetts Ave., Indianapolis, IN 46204 Architect's Contact: Steve Schaecher Phone: 317-407-9035 Email: sschaecher@schmidt-arch.com **CONSTRUCTION MANAGER:** THE SKILLMAN CORPORATION 8006 Aetna Street, Merrillville, IN 46410 Project Manager: Chris Muvceski Phone: 219-713-1951 Email: cmuvceski@skillman.com

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BIDDING

SECTION 00 02 00 - NOTICE TO BIDDERS

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received:

By: School City of Hammond and
Hammond Multi-School Building Corporation
41 Williams Street
Hammond, IN 46320

For: School City of Hammond New Middle/High School
Bid Package 1 – Sitework Utilities/Concrete Foundations/Structural Steel
5926 Calumet Avenue
Hammond, IN 46320

At: School City of Hammond and
Hammond Multi-School Building Corporation
41 Williams Street
Hammond, IN 46320

Until: 10:00 AM (local time), September 26, 2018

Bid Opening: Bids will be publicly opened and read aloud at 10:00 AM (local time), in the **School City of Hammond Administration Center and Hammond Multi School Building Corporation, 41 Williams Street Hammond, IN 46320**

All work for the complete construction of the Project will be under one or more Prime Contracts with the Owner based on bids received and on combinations awarded. The Construction Manager will manage the construction of the Project.

Construction shall be in full accordance with the Bidding Documents which are on file with the Owner and may be examined by prospective bidders at the following locations:

Office of the Construction Manager
The Skillman Corporation
8006 Aetna Street
Merrillville, IN 46410

The Skillman Plan Room

www.skillmanplanroom.com

Prime and Non-Prime Contract Bidders must place an order on **www.skillmanplanroom.com** to be able to download documents electronically or request printed documents. There is no cost for downloading the bidding documents. Bidders desiring printed documents shall pay for the cost of printing, shipping and handling. Reprographic Services are provided by:

Reprographic Arts, 2824 E. Michigan Blvd., Michigan City, IN 46360, Phone (219) 872-9111

A Pre-Bid Conference will be held on **September 13, 2018** at **3:30 PM, local time**, at 5926 Calumet Avenue Hammond, IN 46320. Attendance by bidders is optional, but recommended, in order to clarify or answer questions concerning the Drawings and Project Manual for the Project.

Bid security in the amount of ten percent (10%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The successful Bidders will be required to furnish Performance and Payment Bonds for one hundred percent (100%) of their Contract amount prior to execution of Contracts.

Contractors submitting bids for the performance of any Work as specified in this building Project should make such Bids to **School City of Hammond and Hammond Multi-School Building Corporation**. Contractors are advised that the Contract as finally entered into with any successful Bidder may be entered into with either the School Corporation or the Building Corporation or certain portions of the Contract may be entered into by both the School Corporation and the Building Corporation.

The Owner reserves the right to accept or reject any Bid (or combination of Bids) and to waive any irregularities in bidding. All Bids may be held for a period not to exceed **60** days before awarding contracts.

School City of Hammond
By: Dr. Walter Watkins, Superintendent

END OF SECTION 00 02 00

SECTION 00 10 00 - INSTRUCTIONS TO BIDDERS

To be considered, bids must be submitted in accordance with these Instructions to Bidders.

PART 1 - GENERAL

General Information Notes

A. Definitions set forth in the amended General Conditions of the Contract for Construction, In Section 00 70 00, are applicable to these Instructions to Bidders.

B. Communications for the administration of the Contract shall be as set forth in the amended General Conditions and, in general, shall be through the Construction Manager.

1.01 DOCUMENTS

A. Prime Bidders shall obtain complete sets of Bidding Documents at www.skillmanplanroom.com.

B. Non-Prime Bidders may select individual sheets. Non-Prime Bidders shall identify sheets requested. The Construction Manager/Architect shall not be responsible for choosing correct sheets for Non-Prime Bidders.

C. Failure to Execute Contract Documents: In the event the Bidder withdraws the bid or fails to execute a satisfactory Contract and furnish a satisfactory Contract Performance Bond and Payment Bond with a surety company in accordance with Article 1.16 of these Instructions to Bidders within 10 days after a contract has been awarded to the Bidder may forfeit their bid security required herein.

D. Test Boring Data concerning subsurface materials or conditions which are based upon test pits or test borings has been obtained by the Owner for the Architect's use in designing Project. A copy of this report is included in this Project Manual as Section 00 20 00. Its accuracy or completeness is not guaranteed by the Owner, Architect or Construction Manager and in no event, is it to be considered as part of the Contract Drawings and Specifications. The Contractor must assume all responsibility in excavating for this Project and shall not rely on subsurface information obtained from Architect, Construction Manager, or Owner. Bidders shall make their own investigation of existing subsurface conditions; neither Owner, Construction Manager, nor Architect will be responsible in any way for additional compensation for excavation work performed under the Contract due to Contractor's assumptions based on Test Boring Data prepared solely for Architect's use.

1.02 BIDDERS' EXAMINATION AND REPRESENTATION

A. Before submitting a bid, each Bidder should carefully examine the Documents and the construction site and fully inform himself with the limitations and conditions related to the Work included in his bid and shall include in his Bid a sum to cover the cost of such items. Contractors will not be given extra payments for conditions, which could have been determined by examining the site and the documents.

B. It is the purpose and intent of the Contract Documents that a fully complete job be accomplished. It shall be each Bidder's responsibility to include costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals, whether or not specifically required in the Specifications and Drawings.

C. Each Bidder by making his bid represents that he has read and understands the bidding documents.

D. Each Bidder by making his Bid represents that he has visited the site and familiarized himself with the local conditions under which the Work shall be performed.

E. Each Bidder shall be responsible for being completely familiar with the work of other bid package(s), which require interface of Work with the bid package(s) on which the Bidder is bidding.

F. No allowance shall be subsequently made in behalf of a Bidder by reason of an error or oversight on its part resulting from its failure to so examine the Construction Documents for the other trades.

G. Each Bidder understands that past acceptance of products does not assure acceptance on this Project. Products not specifically specified require requests for approval prior to bid due date.

H. This is a construction management project. **There is no General Contractor.** All Contractors on this Project are considered Prime Contractors. The Owner will award separate Contracts for all Bid Categories involved in the Project. The Project will be managed and coordinated by the Construction Manager, as a representative of the Owner.

I. Safety Program. Each Contractor and subcontractor is responsible for the safety and security of employees and Work areas under their control and will, therefore, provide a written safety and HAZCOM program to The Skillman Corporation for jobsite file.

1.03 QUALIFICATIONS OF BIDDERS

A. The Owner shall have the right to take such other steps deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish the Owner such data for this purpose as requested.

B. Each Bid and each exact copy thereof must be accompanied by a financial statement on the format of Indiana Form No. 96 (revised 2013), as prescribed by the State Board of Accounts of Indiana. This shall clearly show the Bidder's financial resources, his construction experience, his organization, and equipment available for Work contemplated.

1.04 CLARIFICATION OF BIDDERS' QUESTIONS

A. Questions for this Project shall be directed to the Construction Manager and the Architect.

B. Each Bidder is responsible for calling to the attention of the Construction Manager and the Architect ambiguities, inconsistencies, discrepancies, errors, or omissions, which occur in the Contract Documents for his part of the Work. Failing to request clarification, the Bidder will be expected to overcome such conditions without additions to his bid prices.

C. Prospective Bidders in doubt as to the true meaning of a part of the Drawings, Specifications, or other Contract Documents shall submit to the Construction Manager and the Architect, not less than ten (10) days before the date of the bid, a written request for interpretation and clarification.

D. Bidders are instructed to request interpretations and the issuing of Addenda if the Contract Documents call for materials, equipment, or methods which adversely affect the cost or quality of the Project or are unavailable.

1.05 APPROVAL BEFORE BIDDING

A. If a contractor preparing bids for submission on the Work is in doubt as to the acceptability of a manufacturer's material or equipment, under the requirements as set forth in the Specifications, he shall require that representatives of the proposed manufacturer or supplier contact the Architect and request a ruling on the acceptability of the material or equipment in question. The contact should be made within the time herein required before the date scheduled for the closing of bids, so that an Addendum can be issued to clarify the situation.

B. It is not possible to set the time allowance for the resolution of every problem; however, the time allowed shall not be less than 10 days before bid date. Each party requesting a ruling under this Article shall be responsible for the proper evaluation of the time involved and shall submit his request in ample time, as determined by the Architect, to process it.

C. Prior to receipt of bids, the Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are submitted in writing within the time period stated before the date and time set for receipt of bids and are accompanied by full and complete technical data and other information required by the Architect to evaluate the proposed substitution.

D. Requests for product approval shall be submitted on sample form following this Section and sent to: **Steve Schaecher, Schmidt Associates, 415 Massachusetts Ave., Indianapolis, IN 46204, Phone (317) 263-6226, Email ssschaecher@schmidt-arch.com.**

1.06 ADDENDA

A. Additional information required by the Bidders, revisions in the Work, changes or additions, discrepancies in the Bidding Documents, or clarifications will be in the form of addenda written by the Architect and issued by the Construction Manager to Prime Bidders of Record as of the date of such addenda.

B. The Owner, Architect and Construction Manager reserve the right to issue addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids.

C. All addenda will be posted on www.skillmanplanroom.com and each Bidder of Record Shall be notified. Prospective Bidders requesting a copy shall be directed www.skillmanplanroom.com. Bidders who will submit a bid to the Owner with the intent of entering into a Contract with the Owner and are registered plan holders on www.skillmanplanroom are considered "Bidders of Record". Copies of addenda will be available for inspection wherever Contract Documents are on file for that purpose.

D. Bidders are responsible for acquiring each issued addendum in time to incorporate them into their proposal.

E. In the event delivery of addenda to Bidders is delayed, for reasons not the fault of the Bidders, the Owner may be requested to allow a reasonable extension of time for the opening of bids, to permit inclusion of such addenda.

F. Each Bidder shall enumerate in his Bid each addendum he has received.

G. If a Bidder fails to indicate receipt of each addendum through the last addendum, issued by the Architect and Construction Manager, on its Bid Proposal Form, the bid of such Bidder shall:

1. Clearly indicate that the Bidder received the addendum, such as where the addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
2. Indicate the addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect, as determined by

the Construction Manager on price, quantity, quality, or delivery of the item bid upon.

Failure to include either item above will be reason to deem the bid non-responsive.

1.07 ALTERNATIVES - NOT USED

1.08 UNIT PRICES - NOT USED

1.09 ARCHITECT'S AND CONSTRUCTION MANAGER'S COOPERATION DURING BIDDING PERIOD

A. Each Bidder is encouraged to contact the Architect and Construction Manager in the event that problems occur, or questions arise in analyzing the Drawings and Specifications, where additional clarification or information would be helpful in the preparation of a proper bid.

B. The Architect and Construction Manager will cooperate fully in connection with requests, and will provide information required, providing the Architect's and Construction Manager's ethical responsibilities are not encroached upon. This will include, upon request, providing information in order to clarify basic intentions of the Specifications; and other assistance as may be helpful in the preparation of a proper, competitive bid.

C. It is the general policy of the Architect and Construction Manager to be as helpful as possible to Bidders, insofar as is consistent with fair and open competition.

1.10 BIDDING PROCEDURES

A. Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project Name, the Bidder’s name, the bid package (scope), the date and time of the bid opening, Owner’s address, and address to where bid is delivered on the envelope.

B. Every Bidder on a Public Works Project shall comply with the Indiana Public Works Law in accordance with Indiana Code 5-16-13 to include the provisions listed herein:

a. Tier 1 –General/Prime Contractors to self-perform 15% of their total Contract.

b. Qualification thru the Department of Administration or INDOT. For the bidders on State Projects and on State Projects more than $150,000 Qualification is required prior to bidding per IC 4-13.6-4. For work on Local Unit Government Projects qualification is only required on contracts of $300,000 or more and only on projects awarded after December 31, 2016.

c. **Include Written Drug Testing Plan** that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6 **with Bid.**
d. Minimum Insurance Requirements $1M/occurrence $2M/aggregate. However, check your bidding requirements as the Owners may have higher limit requirements.
e. Mandatory enrollment in E-Verify by all contractors down to the 4th Tier Sub Contracts and must provide the case verification number of all employees working on the project.
f. Prohibits contractors down to the 4th Tier Sub Contract from paying employees in cash.
g. Requirement to retain payroll records for 3 years
h. All contractors down to the 4th Tier Sub Contract must comply with Fair Labor Act, Indiana's Workers Compensation and Unemployment Compensation Insurance.
i. Mandatory Training Requirements based upon number of employees.
j. Failure to comply may result in debarment from public works projects for up to 4 years.

C. Any substantial change, alteration or addition in the wording of the Bid Form may cause a bid to be rejected as not responsive for award of a Contract.

D. Unless the Bidder withdraws the bid as provided in Article 1.12 hereof, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.

E. Bids shall be executed upon the Bid Proposal Form provided, and relevant blank spaces in the form shall be written in ink and not in pencil. The signature shall be in longhand and the completed form shall be without interlineation, alteration, or erasure. Each Bidder is required to bid every item called for, including alternate and unit costs.

F. The Bidder shall show all bid amounts in both words and figures. In case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspelling of words will not render the words ambiguous.

G. Any alteration or erasure of items inserted on the Bid Form shall be initialed by the Bidder.

H. A bid is non-responsive if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Notice To Bidders, or prior to extension thereof issued to the Bidders.

I. Telecommunicated bids will not be considered.

J. Bids which are not signed by the individuals making them shall have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed. Bids, which are signed for a partnership, shall be signed by the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid, executed by the partners.

K. Each Bidder shall enumerate in his bid the addenda he has incorporated into his proposal.

L. It is the Bidder's responsibility to include in his bid costs necessary for a completed and finished project for items of Work bid upon.

M. **Submit bids in duplicate** with Bid Security and other requested supplemental material attached; properly and completely executed.

N. When an alternate is listed on the bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Owner reserves the right to accept or reject any or all bids on alternates, in whole or in part, and in any order.

O. If no change in the bid amount is required, indicate "No Change".

P. A blank entry or an entry of "No Bid", "N/A", or similar entry on any alternate affecting the Contractor's scope of work, will cause the bid to be rejected as non-responsive only if that alternate is selected.

Q. If an alternate is not selected, an entry as listed in paragraph hereinbefore on that alternate will not, by itself, render a bid non-responsive.

R. In a combined bid, a blank entry or an entry of "No Bid", "N/A", or similar entry on an alternate will cause the bid to be rejected as non-responsive only if that alternate applies to the combined bid and that alternate is selected.

S. Proposals for Work shall not include the Indiana Sales Tax for materials to be incorporated into this Project. Owner will provide necessary tax exemption forms.

T. Out-of-state Bidders, which are corporations, shall submit their Certificate of Authority to transact business in the State of Indiana with their bid.

1.11 BID SECURITY

A. The amount of bid security required, and the type acceptable, is defined in the Notice to Bidders. The Surety for bid security shall be one complying with the requirements of these Instructions to Bidders.

B. Bid security of the two (2) Apparent Low Bidders may be held following the bid opening, for not more than the maximum number of days stipulated in the Notice to Bidders, unless the Owner and Bidders agree otherwise; except that in the event a Bidder has been awarded the Contract and has failed to execute same or furnish proper performance and payment bonds, then the bid security of such Bidder will be subject to forfeit, and the next responsive Bidder, if tendered the Contract, will be subject to the same provisions as hereinbefore set forth. Should the award fall to the third responsive Bidder because of default of the previous two Bidders, the same condition will apply to the third Bidder as hereinbefore set forth.

C. The bid security of Bidders, other than the three (3) apparent Low Bidders for each category, may be returned within three (3) days after the opening of bids, at the Owner's or Construction Manager's option.

D. The bid security of the two (2) apparent Low Bidders will be returned within forty-eight (48) hours after the Form of Agreement has been executed, upon request.

E. In the event that the Owner should decide to reject all bids, the bid securities will be returned within 72 hours following that decision.

F. Bid security is subject to forfeiture if a bid is withdrawn during the time period bids are to be held.

G. The two (2) low Bidders will be required to submit a complete list of subcontractors, material suppliers, and products on Section 00 43 50 – Subcontractors and Products List, to the Construction Manager within 48 hours, after being notified by the Skillman Corporation. Failure to submit this information within the required time may be considered as grounds for rejection of the bid.

H. Manufacturers approved by addenda may be written in appropriate location.

I. If Bidder awarded the Contract fails to indicate a specific product or manufacturer or lists multiple products and manufacturers for the same product, that Bidder (Contractor) shall provide the first listed product and manufacturer in the specification section.

1.12 MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

A. A Bidder may withdraw his bid prior to the scheduled time for the receipt of bids, without forfeiture of bid security. If a postponement of the time for receiving bids is

made, the new time established therein shall be the time within the meaning of this Article.

B. Bids may be modified prior to bid opening time.

C. After commencement of the opening of bids, no Bidder may recall his bid.

1.13 OPENING OF BIDS

A. The Notice to Bidders indicates the time and place fixed for opening of bids.

B. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered responsive.

C. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified.

D. The amounts involved in alternates requested will be read or disclosed as part of the requirements of this Article. Voluntary alternates will not be considered.

E. The Owner reserves the right to delay the time for opening of bids when, in his judgment, it is desirable or necessary.

1.14 DISQUALIFICATION

A. The Owner reserves the right to reject each and every Bid, to waive formalities or informalities in bidding, to accept or reject alternates regardless of their order or sequence.

B. The right is reserved to reject a Bid where an investigation of the available evidence of information does not satisfy the Owner that the Bidder is responsible to perform the terms of the Contract Documents.

C. Only “bona fide” bids in a definite stated amount, without special clauses governing price of labor and material increases, will be considered. The Contract shall not include what is commonly known as an “Escalator Clause".

D. Bids which contain qualifications or conditions that are contrary to the text or intent of the Contract Documents, and which are inserted in the bid for the purpose of limiting or otherwise qualifying the responsibility of the Bidder, outside of the text or intent of the Contract Documents, will be determined to be non-responsive.

E. Failure to submit the requested information with the bid shall be grounds for rejecting the bid.

F. The ability of the Bidder to obtain or qualify for a performance bond or payment bond shall not be regarded as a sole test of such Bidder's competence or responsibility.

G. The Bidder acknowledges the right of the Owner to reject bids and to waive informalities or irregularities in bids received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish the required bid security or to submit the data required by the bidding Documents or if the bid is incomplete or irregular.

1.15 DETERMINATION OF LOWEST RESPONSIBLE AND RESPONSIVE BID

A. Subject to the right of the Owner to reject each and every bid, the Owner will award the Contract for the Work to the Bidder submitting the lowest responsive and responsible bid. In making their determination the Owner may take into consideration not only the amount of the bid but also:
   1. Whether the Bidder has submitted a bid or quote that conforms in all material respects to the specifications.
   2. Whether the Bidder has submitted a bid that complies specifically with the Invitation to Bid and the Instructions to Bidders.
   3. Whether the Bidder has complied with all applicable statutes.
   4. The ability and capacity of the Bidder to perform the Work.
   5. The integrity, character, and reputation of the Bidder.
   6. The competence and experience of the Bidder.

B. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.

C. In addition to the above items; the Owner will consider in awarding Work if the intent of the Guideline Schedule and completion of Work can be met within the specified number of consecutive calendar days.

1.16 PERFORMANCE BOND AND PAYMENT BOND

A. The successful Bidder, awarded the Contract on this Project and prior to the execution of the Form of Agreement, shall provide a Performance Bond and Payment Bond, covering the faithful performance of the Contract and the payment of obligations arising thereunder in a penal sum equal to 100 percent of the amount of the Contract sum. Said bonds shall remain in effect for 12 months after date established as start of one-year correction period. Premiums shall be included and paid-for by the Contractor.

B. Bonds shall be submitted on AIA Doc. A312.

C. The Bidder shall deliver the required bonds to the Owner not later than the date of execution of the Contract.

D. The Bidder shall require the attorney-in-fact that executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney indicating the monetary limit of such power.

E. Surety Company shall comply with the following:

1. Insurance and Surety Companies shall be deemed qualified and acceptable to the Owner in connection with Contractor bonding and insurance requirements under said Contracts only if such companies have a policy holders rating of "A+", "A", or "A-", a financial category not less than Class VII as shown on Best's Key Rating Guide, latest edition; provided, however, that the bond is furnished by one of the aforesaid qualified Sureties who is also listed in the Department of the Treasury Circular 570, Volume 41, No. 132 Part V (Federal Register) and is licensed in the State of Indiana and the penal sum of the bond does not extend the underwriting limitation set forth in the subject Circular, unless the excess, if any, is reinsured with the approval of the Owner.
2. Bonds shall be executed and be in force on the date of the execution of the Contract.
3. The bonds shall be made out for not less than 100 percent of the entire amounts due under the Contract, and shall make provisions to cover additional amounts which may be authorized as provided for under changes in the work; and authorized as provided for under changes in the work; and authorized extensions of time by either making provisions for such additional items in the text of the bond or by the issuance of an amendment or rider to provide for such additional coverage.

1.17 EXECUTION OF THE CONTRACT

A. Subsequent to the award, and within ten (10) days after the prescribed Form of Agreement is presented for his signature, the Awardee shall execute and deliver them to the Owner through the Construction Manager, in such number of counterparts as the Owner may require.

B. The failure of the Awardee to execute such Contract and to supply the required bonds when the Agreement is presented for signature or within such extended period as the Owner may grant, based upon reasons determined adequate by the Owner, shall constitute a default; and the Owner may either award the Contract to the next responsible Bidder or re-advertise for bids. In the event of default, the Owner shall have the right to declare the amount of the bid security forfeited. It shall be a further condition that the Owner shall not collect more on a defaulted Bid than the difference between the defaulted bid amount and the bid of the firm to which the award is made, after giving due weight and consideration to alternatives accepted.

1.18 TIME OF COMMENCEMENT AND COMPLETION

A. The Contractor shall commence work within ten (10) days after the effective date of the Contract, or when notified in writing to proceed, and shall complete the Work within the time limitations established in the Form of Agreement, these instructions to Bidders, and in Section 01 12 00 – Multiple Contract Summary.

1. It is anticipated that construction will start within **19** calendar days after receipt of bids.
2. Construction shall be complete within **402** consecutive calendar days, or earlier, after Notice to Proceed.
3. See Section 01 32 00 – Schedules and Reports, for Guideline Project Schedule.

1.19 WAGE RATES – NOT APPLICABLE

1.20 COMBINED BIDS

A. Bids shall be submitted for each individual bid category. Bids may also be submitted for a combination of two or more bid categories but may not be accepted unless individual bids have been submitted for each bid in the combination.

B. Combination bid shall be submitted on a separate bid form. Insert the combination of bid categories on the bid form where noted "Insert Category No.(s) and Name(s)" and address all alternates for the combination bid.

C. Separate bids and combination bids may be enclosed in a single envelope.

D. A single bid bond is acceptable if the amount of the bond is for the maximum amount of any individual bid or combination bid to include any alternates.

1.21 LIST OF MAJOR SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS

A. The two low responsive Bidders shall submit a listing of major subcontractors and manufacturers within two (2) working days (48 hrs.) of notification.

B. After submission of this list by the Bidder, and after approval by the Owner, Construction Manager, and Architect, it shall not be changed unless written approval of change is authorized by the Owner, Construction Manager, and Architect.

1.22 OUT-OF-STATE CONTRACTORS

A. Out-of-state Contractor, which is a corporation, shall obtain a Certificate of Authority from the Secretary of State, State of Indiana, Indianapolis, Indiana prior to transacting business in the State of Indiana in accordance with Indiana Code 23-1-49-1.

B. Proof of payment of Indiana Gross Income Tax, as provided in Chapter 370, Section 2, Subsection E, Acts of 1947, shall be submitted by out-of-state Contractor before final payment will be approved.

C. If the out-of-state Contractor is not a corporation or is a corporation but does not obtain authorization to do business in the State of Indiana, taxes will be withheld by the Owner.

END OF SECTION 00 10 00

DOCUMENT 00 12 10 - SUBSTITUTION REQUEST FORM

TO: _____

Project: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section Paragraph Specified Item

Proposed
Substitution: _____

Attach complete technical data including laboratory tests if applicable.

Include complete information changes to Drawings and/or Specifications which proposed substitution require for proper installation.

Fill in Blanks Below, use additional sheets if necessary:

A. Does the substitution affect dimensions shown on Drawings?
_____

B. Will the undersigned pay for changes to building design, including engineering and detailing costs caused by substitution, if any?
_____

C. What effect does substitution have on other trades?

_____

D. Differences between proposed substitution and specified item?

_____

E. Manufacturer's guarantees of proposed and specified items are:

_____
_____Same _____Different (explain on attachment)

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

_____
Signature
_____
Firm_____
Address_____

_____
Telephone_____

For use by Design Consultant

Accepted Accepted as Noted
Not Accepted Received too Late
By_____
Date_____
Remarks_____
_____

SECTION 00 20 00 - INFORMATION AVAILABLE TO BIDDERS

A. Subsurface Investigation Information: The Soils Exploration Report and Soil Boring Logs were prepared for the Owner by **ATC Group Services LLC, 2224 Industrial Drive, Suite A, Highland, IN 46322, Phone (219) 922-7235,** for use in design. The following Subsurface Investigation Report is not a part of the construction Contract Documents and is enclosed within this document for informational use only. The Architect/Engineer and Construction Manager do not accept responsibility for the information contained in the report.

1. The enclosed report and Log of Borings, and any interpolations of conditions between test borings is not a warrant or guarantee by the Owner or Architect/Engineer of subsurface conditions.
2. The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to the site and subsurface conditions, but such subsurface investigations shall be performed only under the time schedules and arrangements approved in advance by the Owner. Any additional information, needed by the Contractor, shall be obtained by the Contractor at no cost to the Owner.
3. Structural design has been based on the report and assumes that existing soils are clean and can be compacted and will achieve the densities specified in the earthwork section. It shall be the Contractor's responsibility to determine for himself existing Site and or soil conditions.

B. Existing Site Survey Information: A Site survey can be found within the construction drawings. It is not however, part of the Construction Contract Documents and is for informational use only. Information found is not a warrant or guarantee by the Owner or Project Consultant. The Contractor should visit the site and acquaint himself with all existing conditions. Any additional information, needed by the Contractor, shall be obtained by the Contractor at no cost to the Owner.

END OF SECTION 00 20 00

ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

Report of Geotechnical Exploration

Proposed Hammond Middle/High School

5926 Calumet Avenue

Hammond, Indiana

ATC Project No. H504431801

Prepared for:

School City of Hammond
41 Williams Street
Hammond Indiana 46320

C/O: Mr. James J. Burggraf
Executive Director of Buildings and Grounds

Prepared by:

ATC Group Services LLC
2224 Industrial Drive, Suite A
Highland, IN 46322
Phone: 219-922-7235
Facsimile: 219-922-7243

July 25, 2018

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Date:	July 25, 2018

Report Prepared by:

ATC Group Services LLC
2224 Industrial Drive, Suite A
Highland, IN 46322
Telephone: (219) 922-7235
Facsimile: (219) 922-7243

Document Control

Version	Date	Author	Author Initials	Reviewer	Reviewer Initials
1	July 25, 2018	Jose Vargas	JV	Akhtar (Art) Zaman	AZ

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ENVIRONMENTAL • GEOTECHNICAL
BUILDING SCIENCES • MATERIALS TESTING

2224 Industrial Drive, Suite A
Highland, IN 46322
Telephone +1 219.922.7235
Fax +1 219.922.7243
www.atcgroupservices.com

July 25, 2018

School City of Hammond
41 Williams Street
Hammond Indiana 46320

C/O: Mr. James J. Burggraf, Executive Director of Buildings and Grounds

Re: Report of Geotechnical Engineering Exploration
Proposed Hammond Middle/High School
5926 Calumet Avenue, Hammond, Indiana
ATC Job No. H504431801

Dear Mr. Burggraf:

ATC Group Services LLC (ATC) is pleased to submit herewith our report of a geotechnical engineering exploration for the proposed Hammond Middle/High School at the referenced address in Hammond, Indiana. The services were performed in accordance with ATC Proposal No. 2018-265G dated May 23, 2018, which was authorized by Mr. Theophilus Boone Jr., CFO, on June 20, 2018.

This report contains the results of our field and laboratory testing program, an engineering interpretation of the data with respect to the available project characteristics and our geotechnical recommendations to aid design and construction of the foundations and other earth-related phases of this project.

ATC appreciates the opportunity to be of service to you on this project. If we can be of any further assistance, or if you have any questions regarding this report, please do not hesitate to contact us at 219-922-7235.

Respectfully submitted,
ATC Group Services LLC

AKHTAR ZAMAN
REGISTERED
No.
10001091
STATE OF
INDIANA
PROFESSIONAL ENGINEER

Jose Vargas
Staff Engineer
jose.vargas@atcgs.com

Akhtar (Art) Zaman, PE
Senior Project Engineer
akhtar.zaman@atcgs.com

Distribution (via email): Mr. James J. Burggraf, School City of Hammond (JJBurggraf@hammond.k12.in.us)
Mr. Chris Muvceski, The Skillman Corporation (cmuvceski@skillman.com)

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Boring Location Plan
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Laboratory Test Results
Soil Classification System & Important Information about Geotechnical Report

1 Introduction

The report presents the results of a geotechnical engineering exploration for the proposed Hammond Middle/High School to be constructed at 5926 Calumet Avenue in Hammond, Indiana. The study was performed in accordance with ATC Proposal No. 2018-265G dated May 23, 2018.

1.1 Purpose and Scope

The purpose of the study was to:

- Obtain information regarding the subsurface soil and groundwater conditions present at the site based on test borings,
- Evaluate the suitability of the encountered materials to support the proposed construction,
- Provide geotechnical engineering recommendations for the design of the proposed foundations based on the field and laboratory findings, and
- Provide recommendations regarding earth-related activities for the project.

The scope of this study included;

- A site reconnaissance and limited review of available geologic information,
- Field and laboratory testing, and
- An engineering evaluation of the encountered subsurface conditions.

Assessment of site environmental conditions, including the detection of pollutants in the soil or groundwater, delineation of jurisdictional wetlands, etc., was beyond the scope of this study.

1.2 Project and Site Characteristics

A new Middle/High School is planned immediately west of the existing High School building at the referenced address in Hammond, Indiana. The new school will reportedly replace the existing school building. Currently, the proposed improvement areas are either paved parking lot, play grounds with bleachers, or grass covered areas. The new building, which will be one to three story structure with or without basements, and will reportedly cover about 250,000 sft in plan area. Additionally, project will include new parking lots and driveways. While no existing topographic drawings were available, the existing ground surface is relatively flat.

In the absence of any detailed information, we assume that the maximum wall and column loads will presumably not exceed about 10 kips per lineal ft and 200 kips/column, respectively. The finished ground floor of the new building will presumably be at or slightly higher than the existing grade.

2 Field and Laboratory Exploration

2.1 Field Exploration

The field exploration during this study included a total of forty-five (45) soil test borings completed at the locations shown approximately on the attached Boring Location Plan (Figure No. 1). Borings B-1 through B-30 were drilled at the proposed building location to a depth of 30 ft and Borings S-1 through S-15 were drilled to a depth of 5 ft below the existing ground surface. All test locations were established at the site by an ATC representative by estimating distances from various site features and based on the drawings provided to us. Since these measurements are not precise, the soil boring locations shown on the attached Boring Location Plan should be considered approximate.

Indiana 811-the State utility locator service was notified prior to any field drilling. The test borings were completed with a truck-mounted drill-rig equipped with a rotary head. Conventional hollow-stem augers were used to advance the boreholes through the soil. Representative samples of the in-situ soils were obtained at selected intervals employing split-barrel sampling procedures in accordance with ASTM D-1586-11, Standard Test Method for Penetration Test and Split Barrel Sampling of Soils. Split-spoon samples were obtained at intervals of 2.5 ft and 5 ft. Standard Penetration Tests (SPT) values were recorded for each split spoon sample. The SPT (N) value corresponding to each split-spoon sample provides general information about the strength and consistency of the naturally occurring materials. The Soil Classification Sheet provided in the Appendix explains the SPT test procedure in brief.

Groundwater observations were made during and immediately after completion of the drilling operations. SPT values and groundwater observations are noted on the respective Test Boring Logs. All bore holes were backfilled with auger cuttings and patched, where applicable, after completion of the field drilling.

2.2 Laboratory Exploration

Samples from the field were placed in sealed containers and brought to the ATC laboratory for further analysis. A supplemental laboratory exploration was conducted to determine pertinent engineering characteristics of the subsurface materials. The laboratory program included a visual classification on all samples and the field logs were updated accordingly. Moisture and organic contents, grain size analysis, unconfined compressive strength and plasticity index tests were performed on selected samples. All laboratory tests were conducted in general accordance with applicable ASTM specifications and procedures and the test results are provided on the respective boring logs or in the appendix.

The Test Boring Logs in the Appendix describe visual classifications of all soil strata encountered using the Unified Soil Classification System (USCS). A Field Soil Classification Sheet explaining terms and symbols used on the logs, is provided in the Appendix. Please note that we will store the samples for thirty (30) days after which they will be discarded unless you request otherwise.

3 General Subsurface Conditions

The subsurface materials encountered and groundwater observations at each boring are described in detail in the respective Test Borings Logs provided in the Appendix. It should be noted that stratification lines shown on the boring logs represent approximate transitions between material types. In-situ strata changes could occur gradually or at slightly different levels. Also, it should be noted that the boring logs depict conditions at the soil boring locations only and the subsurface conditions at other locations may vary. In addition, some conditions, such as groundwater level, could change with time.

3.1 Subsurface Soil Profile

Soil borings in the existing paved areas (Borings B-4, B-5, B-9, B-10, B-14, B-15, B-19, B-20, B-24, B-25, B-29, B-30, S-11, and S-12), encountered asphalt over aggregate base with combined thicknesses varying between about 6 inches and 13 inches at the current surface. From the existing ground surface in the remaining borings which were completed in the grassy areas, and below the pavement in few borings, topsoil and/or old fill materials were revealed to depths varying between about 6 inches and 5 ft below the current grade. The old fill consisted of brown, dark brown to black silty sand with variable amounts of gravel, slag, etc. Moisture and organic contents of the old fills were as high as about 38% and 8%, respectively.

Brown to gray poorly graded sand with silt (SP-SM) was then revealed to the termination depth of 5 ft in the site Borings S-1 through S-15 and to depths varying between of about 18 ft and 20 ft below the current grade in Borings B-1 through B-30. The building Borings B-1 through B-30, then encountered gray lean clay (CL) to a termination depth of 30 ft below the existing grade. Based on the field Standard Penetration Test (SPT) values the natural granular soils appear to be very loose to dense and the native cohesive soils appear to be soft to stiff. Moisture contents of the native clayey samples ranged between about 14% and 27%.

The following table summarizes unconfined compressive strength and plasticity index tests performed on selected clayey samples:

Table 3-1 Laboratory Unconfined Compression and Plasticity Index Test Results

Boring Nos.	Sample Depth ft	Unconfined Compressive Strength, psf	Undrained Shear Strength psf	Dry Density pcf	Moisture (%)	Liquid Limit	Plastic Limit	Plasticity Index	USCS Group
B-1	18.5-20	1,980	990	108.1	24.9	38	19	19	CL
B-8	28.5-30	2,150	1,075	108.9	24.3	29	16	13	CL
B-22	28.5-30	1,500	750	116.4	21.3	27	17	10	CL

3.2 Groundwater Conditions

Groundwater observations were made during and immediately after the drilling operations in the boreholes. Groundwater was noted in the building soil borings (Borings B-1 through B-30) at depths varying between about 4 ft and 6 ft below the present surface during or immediately after the drilling. Please note that although groundwater observations in granular soil provides accurate groundwater conditions at the time of drilling, groundwater levels may vary due to precipitation, and other hydro-geologic factors.

4 Geotechnical Recommendations

The following design recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions encountered at the test boring locations. Please note that ATC should review the final construction drawings to verify that all recommendations presented herein are implemented in the construction documents. If there is any change in the project information, including structure locations within the site, a review should be made by this office to ensure the continued validity of our recommendations.

4.1 Shallow Foundation Recommendations

Provided remnants of all previous construction existing old fill, organics, topsoil, and otherwise unsuitable materials are completely removed and replaced with engineered fill or lean concrete, as outlined in Sections 5.3 and 5.4, the proposed structure may be supported on conventional shallow footings that bear on suitable natural granular soil of the type encountered in the test borings or engineered fill placed on such soils and designed using a maximum net allowable bearing pressure of 2,500 pounds per square ft (psf). Based on the recommended allowable bearing pressure, the anticipated footing sizes and depths, it is estimated that post-construction total and differential settlements will not exceed about 1 inch and ¾ inches, respectively, between similarly loaded columns or along continuous footings that are 30 ft long or less. Proper quality control during construction will help to minimize future settlements.

While the borings revealed old fill materials to a maximum depth of about 5 ft below current grade, the depths of unsuitable soils may vary at other locations. Due to the urban nature of the old fills, test pits should be excavated to understand the composition of the old fills. Since groundwater was noted as shallow as about 4 ft, which may rise, the contractor should be prepared to dewater during footing excavations. All footing bearing surfaces should be examined by an ATC representative to verify that the footings bear on suitable materials.

In applying net allowable soil bearing pressure in the footing design, the weight of the footings and backfill over the footings, including the floor slab, need not be included in total loads for dimensioning footings. Wall footings should be at least 16 inches in width, and isolated column footings should be at least 24 inches square, regardless of the actual contact pressures developed, to minimize the possibility of punching shear failure. The bottoms of all exterior footings (as well as any in unheated areas) should bear at a minimum depth of 42 inches below finished exterior grades to provide suitable frost protection. Interior footings in heated areas may be placed at any convenient depth as long as they bear on suitable materials.

Uplift forces on the footings can be resisted by the weight of the footings and the soil material that is placed over the footings. It is recommended that the soil weight be limited to that immediately above and within the perimeter of the footings (unless a much higher factor of safety is used). A total soil unit weight of 115 pounds per cubic foot (pcf) can be used for the backfill material above the footings, provided it is compacted as recommended in Section 5.3 of this report. It is also recommended that a factor of safety of at least 1.2 be used for calculating uplift resistance from the footings (provided only the weight of the footing and the soil immediately above it are used to resist uplift forces).

Lateral forces on shallow spread footings can be resisted by the passive lateral earth pressure against the side of the footing and by friction between the subgrade soil and the base of the footing. An allowable passive pressure of 115 pcf per ft depth can be used for that portion of the footing that is below a depth of 2.5 ft below the final exterior grade (no portion of the footing above this depth should be used for lateral resistance). An allowable coefficient of friction value of 0.25 (which includes a factor of safety of 1.5) may be used between concrete and the underlying soil.

Geologic mapping and the results of the test borings suggest that the subsurface conditions at this site meet the criteria for Site Class D (which corresponds to a shear wave velocity of between 600 ft/sec and 1,200 ft/sec) based on Section 1613.5.2 of the 2012 International Building Code (IBC).

4.2 Ground Supported Floor Slabs

The proposed ground supported floor slabs may be supported on the existing shallow soil or engineered fill provided remnants of previous construction, existing vegetation, topsoil, exposed highly organic (over 5%), debris, or otherwise unsuitable soils are removed and the subgrade appears satisfactory under a proofroll observation, as discussed in Section 5.1. Due to the presence of old fills, we recommend that the suitable granular subgrade soils be scarified and re-compacted using a heavy vibratory roller prior to the placement of new fill or concrete.

The floor slabs should be supported on at least a 6-inch thick layer of compacted well-graded granular base material (such as sand and gravel or crushed limestone) placed over properly prepared subgrade. It is recommended that the floor slabs be free floating, that is fully ground supported and not structurally connected to walls or foundations. This is to minimize the possibility of cracking and displacement of the floor slabs because of differential movements between the slab and the foundations.

Based upon the soil conditions encountered at the proposed site and at least 6-inches of compacted granular coarse aggregate is placed below the floor slab and all existing soft and organic materials are replaced with engineered fill, and the subgrade is surface compacted, the modulus of vertical subgrade reaction (k_{30}) for the shallow soil is estimated to be at least of 100 pounds per square inch per inch (psi/inch) of vertical deflection.

A vapor barrier may be placed immediately beneath the slab to facilitate the application of moisture sensitive floor coverings, if desired. The floor slab should be appropriately reinforced to support the loads proposed and should include control joints to minimize random cracking. Particular attention should be paid to the placement of backfill against the building foundations as inadequate compaction at these locations may cause cracking of the slab edges and corners due to subsidence of the backfill.

4.3 Below-Grade Walls

All permanent below grade walls must be designed for horizontal pressure produced by the soil backfill as well as hydrostatic pressures from groundwater. The magnitude of lateral earth pressure against below grade walls is dependent on the method of backfill placement, the type of backfill soil used, drainage provisions and whether or not the wall is permitted to yield during and or after placement of the backfill. When a wall is held rigidly against horizontal movement (e.g., basement walls) the lateral earth pressure against the wall is greater than the "active" lateral earth pressure that is typically used in the design of free standing retaining wall. Therefore, rigid walls should be designed for higher, "at-rest" lateral earth pressures, using an at-rest lateral earth pressure coefficient, K_o while free-standing retaining walls can be designed for active lateral earth pressures (using an active lateral earth pressure coefficient, K_a).

It is recommended that a well-graded granular material be used for backfill behind the below grade portions of the structures. Provided well-graded granular soil is used for backfill, a total soil unit weight of 130 pcf (and a submerged unit weight of 67.5 pcf) and a coefficient of lateral earth pressure at-rest (K_o) of 0.45 can be used for calculating the lateral earth pressure for rigid walls. Please refer to Figure No. 2 to compute lateral earth and hydrostatic pressures against below-grade walls. The attached Figure No. 2 can also be used in the calculation of the active lateral earth pressure against free-standing retaining walls. In this case, an active lateral earth pressure coefficient (K_a) of 0.33 and a total soil unit weight of 130 pcf (and a submerged unit weight of 67.5 pcf) can be used provided that well-graded granular backfill material is used behind these walls as described in the preceding paragraph. A passive lateral earth pressure coefficient of 3 can be used for that portion of the retaining wall footing that is below a depth of 2.5 ft below the final exterior grade (no portion of the footing above this depth should be used for lateral resistance). An allowable coefficient of friction between the base of the foundation concrete and underlying granular soils of 0.25 (which includes a factor of safety of 1.5) can be used to resist lateral forces.

It has been assumed herein that the static weight per axle of equipment utilized for the compaction of the backfill materials will not exceed 2 tons per axle for non-vibratory equipment and 1 ton per axle for vibratory equipment. All heavy equipment, including compaction equipment heavier than recommended above, should not be allowed closer to the wall (horizontal distance) than the vertical distance from the backfill surface to the bottom of the wall. If it is desired to use heavier compaction equipment adjacent to the below grade wall, it is recommended that this office be contacted to determine the resulting earth pressures.

4.4 Pavement Recommendations

Based on the test borings, the majority of the near surface soils encountered in the test borings are suitable for both flexible (asphalt) and rigid (concrete) pavements provided the subgrade soil is prepared as suggested in the report. Please note that all pavements require regular maintenance and repair due to the normal wear and tear.

While some of the proposed pavement area will reportedly consist of asphaltic concrete (surface and binder courses) underlain by granular aggregate base, other areas will utilize rigid concrete pavement with granular aggregate base. Due to the repetitive and concentrated high stresses generated on the truck wheels during dumpster turning, loading and unloading, we recommend that a reinforced concrete pad be used at the refuse container location. The pads should be large enough to accommodate both the refuse container and the truck.

Proper subgrade preparation is essential to the long-term performance of any pavement. Site preparation and earthwork activities are discussed in Section 5 of this report. The subgrade surface should be uniformly sloped to facilitate drainage through the granular base and to minimize ponding of water beneath the pavement. The pavement surface should also be sloped to facilitate positive drainage and prevent surface water ponding on the pavement. Edges of the pavement should provide a mean of water outlet by extending the aggregate base course through to side ditches or drain pipes. Storm water catch basins in the paved areas should be designed to allow water to drain from the aggregate base to the catch basins. Subsurface trench drains may be included especially if clayey soil are encountered at the site. Please note that poor surface and subsurface drainage often result in premature pavement failure.

The following pavement recommendations are based on the assumption that the soil subgrade will be prepared as discussed in this report. Once remnants of all previous development, pavement, existing vegetation, topsoil, highly organic soil (over 5%) and otherwise unsuitable materials are removed, the exposed subgrade should be proofrolled as outlined in Section 5.1 of the report. Any unstable areas revealed by the proofroll will require undercutting and/or stabilization. A contingency plan must be developed to address any additional stabilization that may be necessary at the time of the construction. Suitable granular subgrade should be surface compacted prior to placement of concrete or pavement.

While no detailed traffic information was available, we assume that light-duty pavement areas will primarily consist of passenger automobiles with occasional truck traffic. Therefore, in areas where truck traffic cannot be controlled, it is suggested that the thicker (heavy-duty) pavement section be utilized.

Since no traffic or other pavement design parameters were available, the following pavement sections must be verified once they are available. Based on our experience, a CBR value of 5 is recommended for the design provided the subgrade is prepared as discussed in the report. All new engineered fill materials should be placed and compacted as discussed in this report. An ATC representative should be present to verify that the subgrade is prepared properly and all fills are placed and compacted adequately. The following pavement design parameters were used:

Pavement Design Parameters

Flexible (Asphalt) Pavement	Rigid (Concrete) Pavement
Design Period: 20 years	Design Period: 20 years
Initial Serviceability: 4.5	Initial Serviceability: 4.5,
Terminal Serviceability: 2.0	Terminal Serviceability: 2.0
Standard Deviation: 0.50	Standard Deviation: 0.40,
Reliability: 75%	Reliability: 75%
	Modulus of Rupture: 800 psi,
	Modulus of Elasticity: 4,000,000 psi
	Load Transfer Coefficient, J: 3.0
	Modulus of Subgrade Reaction, k: 100 psi/inch
	Drainage Coefficient: 1.2

4.4.1 Asphalt Pavement

The following pavement sections were developed for the proposed facility in accordance with the "AASHTO Guide for the Design of Pavement Structures." Based on the above design parameters and assuming that the subgrade will be prepared as suggested, we recommend that the following minimum flexible pavement section be used for the site:

Recommended Minimum Flexible Pavement Section

Area	Aggregate Base INDOT No. 53 (Inches)	Asphalt Binder (Inches)	Asphalt Surface (inches)
Light Duty Driveway	6	2½	1½
Heavy Duty Pavement	8	3½	1½

The aggregate base materials should be well-graded granular materials consisting of crushed limestone conforming to INDOT Coarse Aggregate No. 53 in accordance with the Indiana Department of Transportation (INDOT) Standard Specifications (ISS). The asphaltic concrete pavement should be constructed in accordance with the latest version of the INDOT Standard Specifications.

4.4.2 Concrete Pavement

Concrete pavement thicknesses were determined using procedures developed by the Portland Cement Association (PCA), the AASHTO and the American Concrete Institute (ACI). These methods assume that the subgrade is firm, well-compacted and stable and that all joints are properly designed, located and sealed to minimize surface water intrusion into the subgrade. It is also important to insure that proper concrete curing practices are employed and that traffic is not allowed until the concrete has had sufficient time to cure. We recommend the following standardized rigid sections should be used based on the parameters listed above and assuming that the subgrade is prepared as suggested in the report.

The performance of the concrete pavement section will be highly dependent on subgrade preparation, positive drainage and provided that all joints are adequately sealed to prevent water infiltration into the subgrade soil. All pavement and base materials construction operations should meet the minimum requirements of the most recent INDOT specifications. Based on the above design parameters and assuming that the subgrade will be prepared as suggested, we recommend that the following rigid (concrete) pavement section be used for the site:

Rigid Pavement Sections

Area	Aggregate Base INDOT No. 53 (Inches)	Concrete (Inches)
Light Duty Driveway	4	5
Heavy-Duty Driveway	4	7

4.5 Drainage

Adequate drainage should be provided at the site to minimize any increase in moisture content of the foundation soils. All pavements or parking areas should be sloped away from the structures to prevent ponding of water around foundations and pavement areas. The site drainage should also be such that the run-off onto adjacent properties is controlled. Positive drainage should also be maintained during construction to minimize deterioration of the subgrade soils.

5 Recommended Earthwork Procedures

Since this exploration identified actual subsurface conditions only at the test boring locations, it was necessary for our geotechnical engineers to extrapolate these conditions in order to characterize the entire project site. Even under the best of circumstances, the conditions encountered during construction can be expected to vary somewhat from the test boring results and may, in the extreme case, differ to the extent that modifications to the foundation recommendations become necessary. Therefore, we recommend that ATC be retained as geotechnical consultant through the earth-related phases of this project to correlate actual soil conditions with test boring data, identify variations, conduct additional tests that may be needed and recommend solutions to earth-related problems that may develop.

5.1 Site Preparation

All areas that will support footings and floor slabs should be properly prepared for long-term performance. Please note that improper earthwork may deteriorate an otherwise suitable subgrade. The time period between late spring and early fall are typically favorable for earthwork in the project area. Earthwork activities undertaken during late fall and winter often encounter substantial difficulties associated with snow, rain and cold temperatures.

Remnants of all previous construction, all existing exposed highly organic (over 5%) debris, or otherwise unsuitable material, as well as frozen, wet, soft or loose soil should be removed from the structural areas. Additional test pits will help to understand the composition of the old fill. The mass grading operation should be performed in a manner consistent with good erosion and sediment control practice. Maintaining positive site drainage is an important part of successful earthwork operations and long-term performance. The contractor should maintain the construction area in a well-drained condition both during and after construction. Improper site drainage during grading operations can increase the need for remedial treatment of excessively wet soils. To minimize infiltration of rain water, disturbed areas should be sealed off with rubber tired or smooth drum roller at the end of each workday and prior to anticipated inclement weather. After rough grade has been established in cut areas and prior to placement of fill, the exposed subgrade should be carefully observed by an ATC representative by probing. The exposed subgrade should furthermore be observed by proofrolling with a tandem-axle dump truck loaded with at least 20 tons or similar. The purpose of the proofrolling is to locate soft, weak, or excessively wet soils present at the surface or beneath a thin crust of relatively stronger soil during the construction. The proofroll should cover the entire area in two perpendicular directions. If an area is too small to be proofrolled then it must be observed by an ATC representative, to establish its suitability. All unsuitable materials observed during the evaluation should be replaced or stabilized appropriately. Suitable dry subgrade should be surface compacted prior to the placement of new fills, aggregate base or concrete.

Although, the near surface materials encountered in the test borings consist primarily of granular fill soils, depending on the weather conditions, these soils may become soft, loose and unstable under construction traffic, rain and poor drainage. It is very important for the contractor to realize that construction traffic must be controlled within the structural areas (building and pavement areas) to minimize disturbance and deterioration of the subgrade. The extent to which this may be a problem is difficult to determine beforehand since it is dependent upon several factors including cut and fill depths, weather conditions, drainage provisions, variations in soil conditions across the site, sequencing and scheduling of the earthwork and construction traffic, etc. Proper crowning of subgrade soil helps to minimize water ponding and reduces the possibility of deteriorating subgrade or underlying soils.

In general, yielding subgrade problems are more prominent in cut areas (where saturated or nearly saturated clayey soils are exposed by the excavation) or where little or no fill is placed. Depending on these factors, it may be possible to stabilize some yielding subgrade soils by disking, aerating and then re-compacting the soils. However, this is often unsuccessful, particularly when the weather conditions do not permit drying of wet soil. In such case, it may be necessary to undercut and replace with coarse aggregate with geogrid or to use chemical modification (such as lime, fly-ash, cement, etc.). An ATC representative should be present to verify that the earthwork activities are performed as recommended and identify areas where special stabilization is necessary.

5.2 Excavation and Slope Stability

There should not be any significant difficulty in excavating the soils at this site with conventional equipment. The contractor should be prepared to remove remnants of previous construction from the proposed building footprint. Unless specified otherwise, all permanent cut slopes should be no steeper than 3 horizontal to 1 vertical. All temporary excavations for the construction of foundations, utilities, etc., should be properly laid back or braced in accordance with Occupational Safety and Health Administration (OSHA) requirements and in no case should be steeper than 1.5 horizontal to 1 vertical. Flatter cut slopes may be required in cases where there is ground water seepage or the foundation soils are particularly poor. Where new fill is placed against existing slopes that are steeper than 6 (horizontal) to 1 (vertical), it will be necessary to bench the new fill into the existing slope in order to provide a good bond between the existing soil and the new fill and to prevent the development of a zone of weak soil at the interface. If spatial constraints will not permit an open cut, bracing will be required for any excavation deeper that 5 ft.

Care must be exercised when excavating near existing facilities such as streets, underground utilities, etc., to protect the integrity of the existing facilities. Bracing or underpinning may be required if it becomes necessary to excavate below and in close proximity to such facilities. All temporary bracing and/or underpinning should be designed and installed by an experienced specialty contractor.

5.3 Engineered Fill

Once the subgrade has been properly prepared, fill may be placed in order to attain desired final grades. In general, any non-organic, naturally occurring, non-expansive soils can be used for structural fill. However, we recommend only crushed limestone, sand and gravel or lean concrete be used in the foundation undercut areas (if necessary). It appears that some of the existing old fill encountered in the test borings may be suitable as engineered fill provided they meet the following criteria. However, some moisture treating of the existing moist clayey soil may be necessary during earthwork activities. The proposed soil fill materials should consist of soil with the following characteristics:

- Organic content less than 5% by dry weight of soil,
- Liquid Limit less than 50 and Plasticity Index less than 30,
- Free of large rock fragments (no particles larger than 3 inches in diameter), debris, roots, rubble, wood or any other deleterious materials,
- The amount retained on a ¾ inch sieve should be less than 30%,
- The maximum dry density (ASTM D698) should be at least 100 pcf,
- The soil fill should meet the requirements of the Unified Soil Classification System (USCS) (ASTM D-2487) as either CL, CL-ML, SM, SC, SP, SW, SP-SM, SC-SM, SP-SC, SW-SM, SW-SC, GW, GW-GM or GW-GC,
- The use of an essentially one-size material should not be permitted.

All engineered fill should be compacted to a dry density of at least 98% of the standard Proctor maximum dry density (ASTM D698). The compaction should be accomplished by placing the fill in about 8 inches thick (or less) loose horizontal lifts and mechanically compacting each lift to at least the specified minimum dry density. Field density tests should be performed on each lift as necessary to document moisture conditions and verify that specified compaction that is being achieved. Compaction of any fill by flooding is not considered acceptable. The soils should be placed and compacted at moisture contents within 3% of the optimum moisture content as determined by the specified Proctor test. Modification to this range may be necessary depending on the characteristics of the fill and should be based on an evaluation by an ATC representative during construction.

Suitable equipment for either aerating or adding water should be available as the soil moisture and weather conditions dictate. In general, smooth-wheel vibratory rollers or skid-plates are suitable for compacting sand and gravel type soils, and sheeps-foot non-vibratory rollers or jumping jacks are suitable for compacting cohesive soils.

It is recommended that ATC be retained to perform continuous review of construction of the soils related phases of this project. Otherwise, ATC can assume no responsibility for construction compliance with the design concepts, specifications, or our recommendations. As part of this review, field density tests should be performed as frequently as necessary to assist in the evaluation of the fill with respect to the above recommendations.

5.4 Shallow Foundation Subgrade Observation

The exposed foundation subgrade should be carefully observed by an ATC representative to verify that the new footings will be placed on suitable bearing materials. Representative hand auger borings may be performed in the excavations to verify that the materials at the foundation subgrade resemble those described on the Test Boring Logs. In addition, in situ shear strength tests may also be conducted in conjunction with the auger borings. While the test borings suggest that old fill extends to a maximum depth of about 5 ft, unsuitable soil may extend deeper at other locations. The contractor must be prepared to dewater during foundation excavations.

Remnants of all previous construction, existing old fill, topsoil, organic, debris, rubble, and otherwise unsuitable material must be completely removed from the footing bearing areas. Any unsuitable materials encountered should be removed and replaced with compacted granular engineered fill (INDOT No. 53 or similar) or lean concrete. It should be noted that utilizing engineered fill will require the undercut excavations to be widened by imaginary planes extending outward and downward a 2 (vertical) to 1 (horizontal) slope from the perimeter of the footings to accommodate the translation of vertical to horizontal loading (Figure No. 3). The use of lean concrete does not require the undercut excavations to be widened, but it does require that the concrete be allowed to set-up so that it can support the weight of the foundation concrete. The depth of the undercut should be determined by an ATC representative present during the foundation excavations.

Special care should be exercised to remove any sloughed, loose or soft materials near the base of the excavation slopes. In addition, special care should be taken to "tie-in" the compacted fill with the excavation slopes, with benches as necessary, to insure that no pockets of loose or soft materials will be left in place along the excavation slopes below the foundation bearing level.

All foundation bearing surfaces should be protected against freezing, flooding by surface water, and undue disturbance, since the foundation soils will tend to soften and lose strength when subjected to these conditions. Footing concrete should be placed the same day that footing excavations are completed, unless lean concrete is used to backfill the excavations to design bearing elevation, in which case the footing concrete should be placed as soon as it can be suitably supported by the lean concrete. The existing soils are prone to a loss of strength and an increase in compressibility if unduly disturbed, particularly if excess moisture is present. The contractor may need to place a thin concrete 'mud-mat' over such soils to protect the subgrade soil.

5.5 Groundwater Control

Groundwater was encountered as shallow as about 4 ft below the ground surface, which may rise after a period of rainfall. Hence, the contractor should be prepared to handle both surface and groundwater during the construction activities.

If water accumulates or ponds in the construction area, it should be promptly and properly removed. Groundwater should not be pumped directly from an excavation terminating in saturated granular soil. Typically, well points or cased wells installed outside the excavation are typically necessary in saturated granular soil. We recommend that the groundwater be lowered at least 2 ft below the lowest point of the excavation. An experienced contractor should be hired to design and install dewatering system. It is very important to note that improper dewatering may destabilize the granular subgrade encountered at the site and damage nearby existing facilities.

6 Limitations of Study

ATC notes the following limitations associated with this geotechnical exploration.

Differing Conditions: Our recommendations for this project were developed utilizing soils information obtained from the test borings that were made at the proposed site. At this time, we would like to point out that soil test borings only depict the soil conditions at the specific locations and time at which they were made. The soil conditions at other locations on the site may differ from those occurring at the boring locations. If deviations from the noted subsurface conditions are encountered during construction, they should be brought to the attention of the soils engineer. This study did not include an assessment of the possibility of the presence of abandoned or active underground utilities on the site.

Changes in Plans: The conclusions and recommendations herein have been based upon the available soil information and the preliminary design details furnished by a representative of the owner of the proposed project and/or as assumed herein. Any revision in the plans for the proposed construction from those anticipated in this report should be brought to the attention of the soils engineer to determine whether any changes in the foundation or earthwork recommendations are necessary.

Recommendations vs. Final Design: This report and the recommendations included within are not to be considered a final design, but rather as a basis for the final design to be completed by others (architect, civil or structural engineer, etc.). It is the client's responsibility to insure that the recommendations of the geotechnical engineer are properly integrated into the design, and that the geotechnical engineer is provided the opportunity for design input and comment after the submittal of this report, as needed.

We recommend that this firm be retained to review the final construction documents to confirm that the proposed project design sufficiently considers our geotechnical recommendations. We also suggest that our firm be represented at pre-bid and/or pre-construction meetings regarding this project to offer any needed clarifications of the geotechnical information to all involved.

Construction Issues: Although general constructability issues have been considered in this report, the means, methods, techniques, sequences and operations of construction, safety precautions, and all items incidental thereto and consequences of, are the responsibility of the parties to the project other than ATC. This office should be contacted if additional guidance is needed in these matters.

Report Interpretation: ATC is not responsible for the conclusions, opinions, or recommendations by others based upon the data included herein. It is the client's responsibility to seek any guidance and clarifications from the geotechnical engineer needed for proper interpretation of this report.

Environmental & Other Considerations: The scope of our services does not include any environmental assessment investigation for the presence or absence of hazardous, toxic or corrosive materials in the soil, groundwater, or surface water within or beyond the site studies. Additionally, an evaluation of slope stability was beyond the scope of our work.

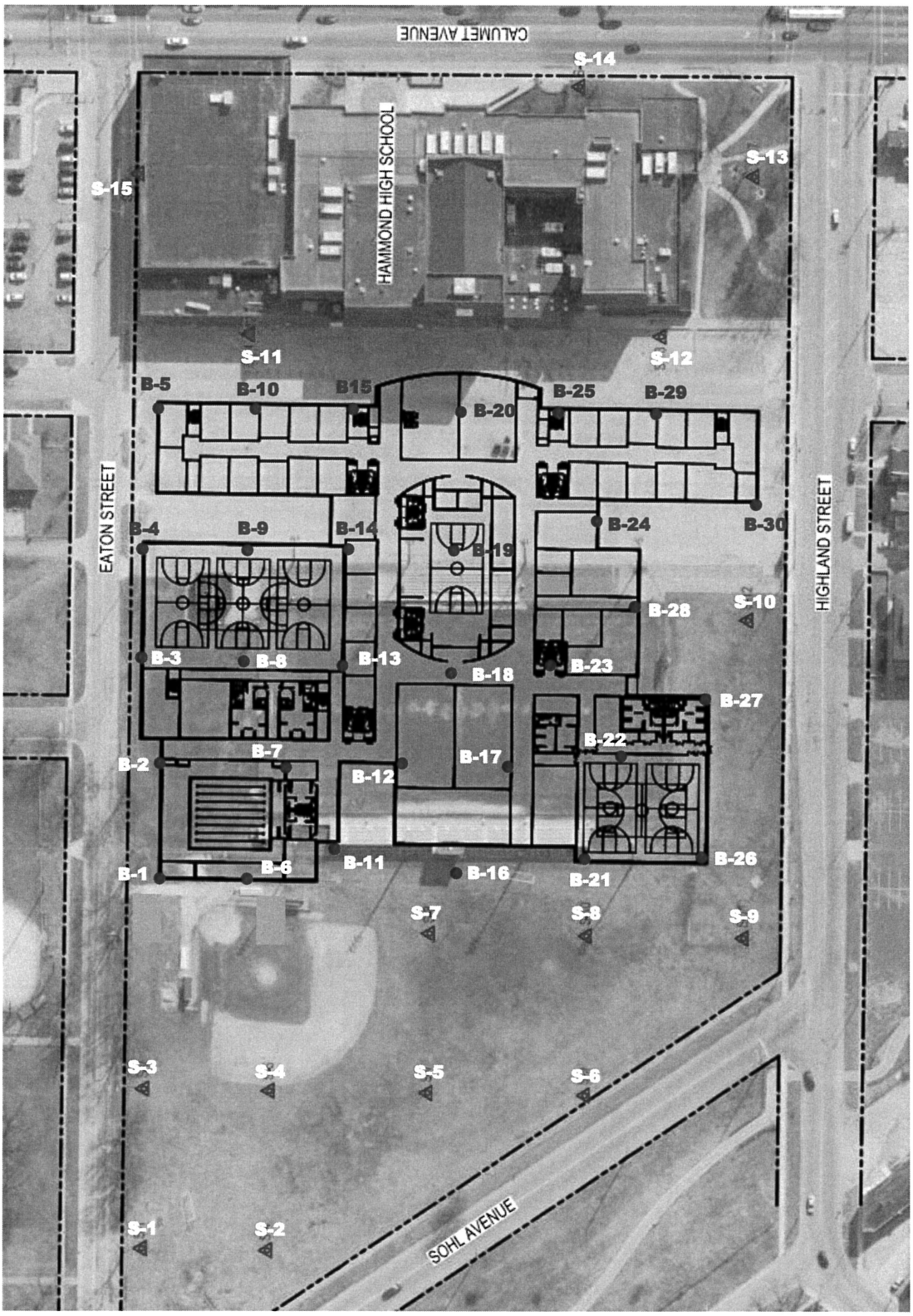
Any statements in this report or on the test boring logs regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client. Unless complete environmental information regarding the site is already available, an environmental assessment is recommended prior to the development of this site.

Standard of Care: Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This statement is made in lieu of all other warranties either expressed or implied.

Proposed Hammond Middle/High School

Appendix

Boring Location Plan
Below Grade Walls
Design Illustration: Footings in Undercut Areas
Test Boring Logs
Laboratory Test Results
Field Classification System and
Important Information about Geotechnical Engineering Report

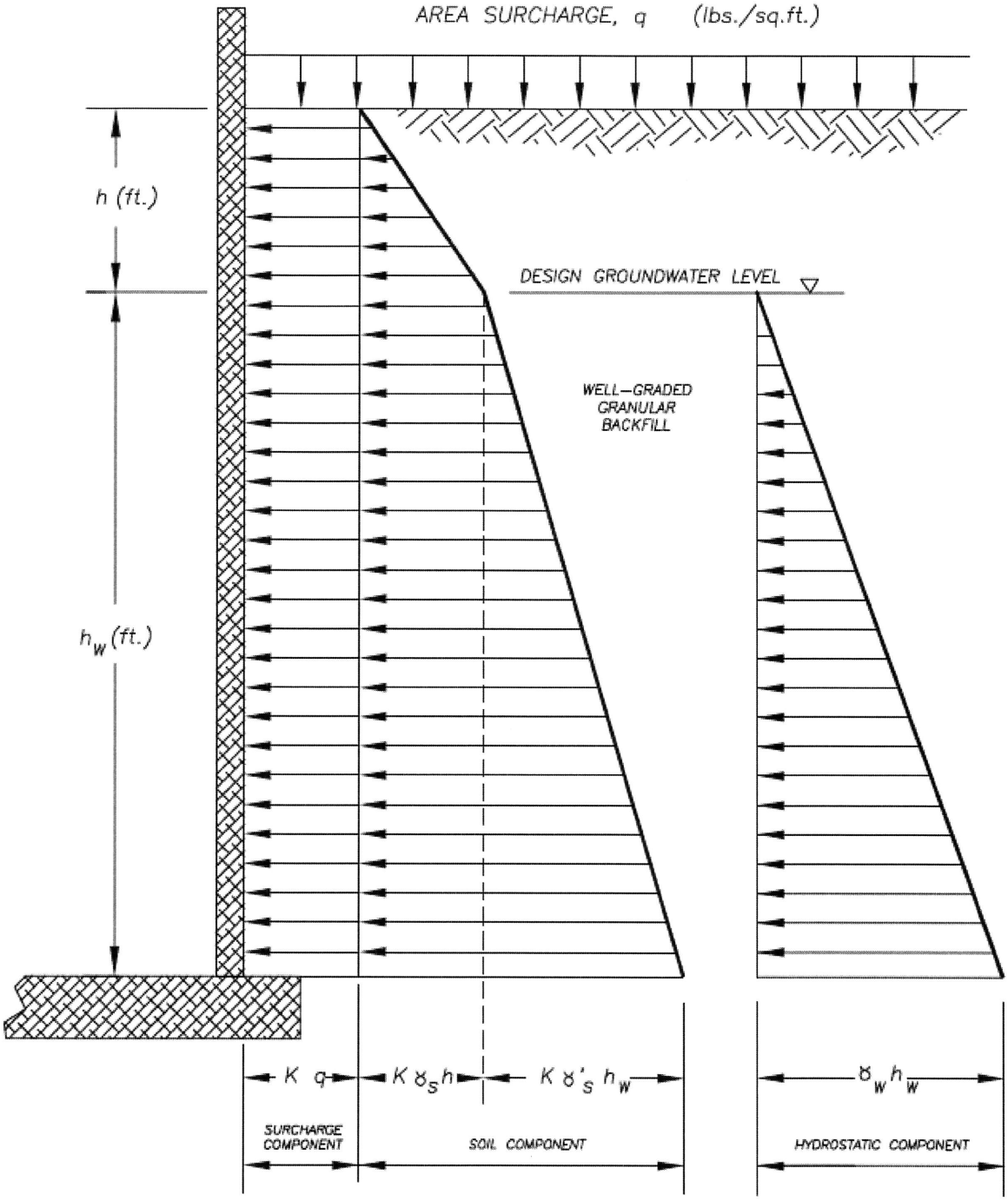


ALL BORING LOCATIONS ARE APPROXIMATE
ORIGINAL DRAWING PROVIDED BY CLIENT

BORING LOCATION PLAN

PROPOSED HAMMOND MIDDLE/HIGH SCHOOL
5926 CALUMET AVENUE
HAMMOND, INDIANA
CLIENT: SCHOOL CITY OF HAMMOND

Project Number: H504431801		Drawn By: JV
DATE: 06-28-18	Scale: NONE	Checked By: JV
● Approximate Boring Locations		Approved By: AZ
ATC		Figure: 1



h_w = DEPTH FROM DESIGN HIGH GROUND WATER LEVEL TO BASE OF WALL (ft.)

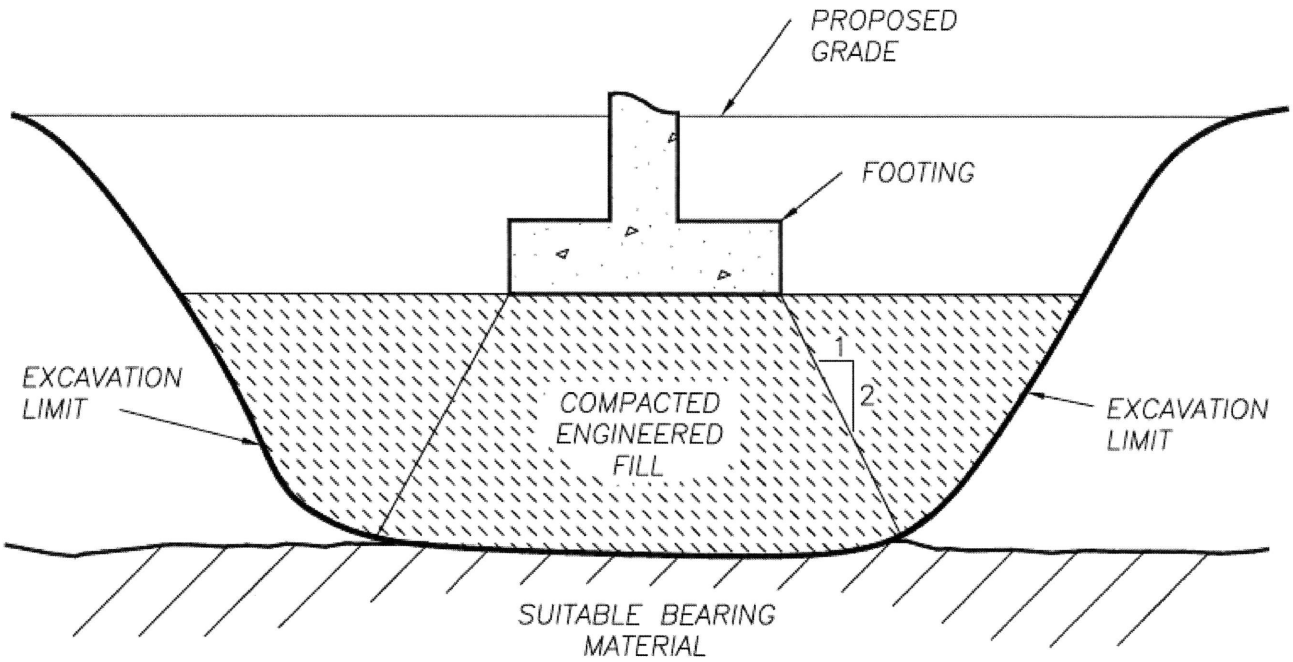
γ'_s = SUBMERGED SOIL UNIT WEIGHT (lbs./cu. ft.)

γ_s = TOTAL SOIL UNIT WEIGHT (lbs./cu.ft.)

γ_w = UNIT WEIGHT OF WATER (lbs./cu. ft.)

K = COEFFICIENT OF LATERAL EARTH PRESSURE

LATERAL EARTH PRESURE AGAINST BELOW-GRADE WALLS ASSUMING UNDRAINED BACKFILL W/ HYDROSTATIC PRESSURE	Project Number: H504431801		Drawn By: JV
	Drawn File: H50443		Checked By: JV
PROPOSED HAMMOND MIDDLE/HIGH SCHOOL 5926 CALUMET AVENUE HAMMOND, INDIANA CLIENT: SCHOOL CITY OF HAMMOND	DATE: 7-24-18	Scale: NONE	Approved By: AZ
	ATC		Figure: 2



FOUNDATION IN UNDERCUT AREAS

PROPOSED HAMMOND MIDDLE/HIGH SCHOOL
5926 CALUMET AVENUE
HAMMOND, INDIANA
CLIENT: SCHOOL CITY OF HAMMOND

Project Number: H504431801		Drawn By: JV
Drawn File: 50443		Checked By: JV
DATE: 06-27-18	Scale: NONE	Approved By: AZ
ATC		Figure: 3

2224 Industrial Drive, Suite A
Highland, IN 46322
219-922-7235
Fax 219-922-7243

TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-01
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140 lbs.
Date Completed	7/11/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics			1	SS			3-3-3			16.9			Organic = 5.2%
			2	SS			2-2-1			31.8			Organic = 2.4%
	5.0	5											
Gray Poorly Graded Sand with Silt (SP-SM), Moist to Wet, Very Loose to Medium Dense			3	SS			2-2-1						
			4	SS			2-4-5						
		10											
			5	SS			8-11-15						
			6	SS			2-4-9						
		15											
	18.0												
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff			7	SS			2-2-3	0.99	1.0	24.9	38	19	PI =19
		20											
			8	SS			2-2-3		1.25	21.6			
		25											
			9	SS			2-3-5		1.0	20.6			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 6.0 ft.
- At Completion (open hole) 5.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 6.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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Highland, IN 46322
219-922-7235
Fax 219-922-7243

TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-02
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/10/18	Hammer Wt.	140 lbs.
Date Completed	7/10/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics	2.0		1	SS			1-2-2						
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose		5	2	SS			4-2-2						
			3	SS			1-3-3						
	9.0		4	SS			5-6-10						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense		10	5	SS			4-10-13						
		15	6	SS			4-12-13						
	19.0		7	SS			3-1-3		1.0	24.2			
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Stiff		20											
		25	8	SS			1-3-4		1.0	21.0			
	30.0	30	9	SS			1-4-8		2.0	19.9			
Boring Terminated at 30 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 4.5 ft.
At Completion (open hole) 4.0 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 5.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

2224 Industrial Drive, Suite A
Highland, IN 46322
219-922-7235
Fax 219-922-7243

TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-03
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/9/18	Hammer Wt.	140	lbs.
Date Completed	7/9/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics	1.5												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Medium Dense Noted Thin Black Sand Seam at about 3.5 ft			1	SS			2-2-2			10.4			
			2	SS			3-2-2			32.7			Organic = 3%
		5	3	SS			3-3-4						
	9.5		4	SS			8-10-12						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense to Dense		10	5	SS			9-17-22						
			6	SS			6-9-10						
		15											
	18.0												
Gray Lean Clay (CL), Trace Sand, Moist, Very Soft to Medium Stiff			7	SS			1-1-1		1.0	24.7			
		20											
			8	SS			1-3-4		1.25	21.5			
		25											
Noted Thin Layer of Silt at about 29 ft.			9	SS			5-3-5		1.25	25.2			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 5.0 ft.
- At Completion (open hole) None ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 2.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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Highland, IN 46322
219-922-7235
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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-04
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/9/18	Hammer Wt.	140 lbs.
Date Completed	7/9/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 1.5 inches, Aggregate Base- 7 inches	0.7												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Loose. Noted Thin Layer of Black Sand at about 2 ft.			1	SS			3-3-3			20.1			Organic = 4.0%
			2	SS			2-3-4						
		5											
	7.0		3	SS			3-3-5						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Medium Dense			4	SS			8-10-12						
		10											
			5	SS			4-11-16						
			6	SS			5-13-14						
		15											
	19.0												
Gray Lean Clay (CL), Trace Sand, Silt, Moist, Soft to Medium Stiff			7	SS			2-2-2		0.75	24.1			
		20											
			8	SS			2-4-4		1.75	21.0			
		25											
			9	SS			2-3-5		1.5	18.8			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 4.5 ft.
At Completion (open hole) 5.0 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 5.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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Highland, IN 46322
219-922-7235
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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-05
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/5/18	Hammer Wt.	140 lbs.
Date Completed	7/5/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 2 inches, Aggregate Base- 6 inches	0.7												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose			1	SS			6-5-5						
			2	SS			3-2-3						
		5											
			3	SS			3-4-3						
	8.0												
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense			4	SS			13-11-13						
		10											
			5	SS			7-6-9						
			6	SS			6-7-9						
		15											
	19.5		7	SS			5-2-4		0.75	26.4			
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff		20											
			8	SS			3-4-4		0.75	22.4			
		25											
Noted Thin Layer of Silt at about 29.5 ft.			9	SS			2-4-5		0.75	22.1			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 5.0 ft.
At Completion (open hole) 4.0 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 4.5 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

2224 Industrial Drive, Suite A
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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-06
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)			1	SS			2-2-1			33.2			Organic = 6.4%
	4.5		2	SS			2-1-2						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Very Loose to Medium Dense		5	3	SS			3-4-5						
			4	SS			4-10-15						
		10	5	SS			6-9-18						
			6	SS			6-11-15						
		15											
	19.0		7	SS			0-2-3		1.0	23.9			
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff		20											
			8	SS			2-3-4		1.0	22.6			
		25											
			9	SS			2-3-4		0.75	24.5			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 5.0 ft.
At Completion (open hole) 5.0 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 6.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-07
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/10/18	Hammer Wt.	140 lbs.
Date Completed	7/10/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)	1.5												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Medium Dense			1	SS			1-2-2						
			2	SS			2-2-2						
		5											
			3	SS			2-3-9						
	9.5		4	SS			7-11-14						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense		10											
			5	SS			8-12-15						
			6	SS			4-10-14						
		15											
	19.0		7	SS			1-3-4		1.5	15.2			
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff		20											
			8	SS			2-4-3		0.75	22.3			
		25											
			9	SS			4-4-3		0.75	24.6			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.5 ft.
- At Completion (open hole) 4.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 5.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-08
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/9/18	Hammer Wt.	140 lbs.
Date Completed	7/9/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)	2.5		1	SS			1-2-2			38.4			Organic = 6.6%
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose	9.0	5	2	SS			3-3-3						
			3	SS			2-3-4						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense to Dense	19.5	10	4	SS			8-10-11						
			5	SS			2-6-8						
		15	6	SS			2-4-8						
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff	30.0	20	7	SS			1-3-3		1.25	24.2			
		25	8	SS			2-3-5		1.25	20.4			
		30	9	SS			2-2-3	1.08	1.0	24.3	29	16	PI = 13
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 5.0 ft.
- At Completion (open hole) 4.5 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.5 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-09
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/6/18	Hammer Wt.	140	lbs.
Date Completed	7/6/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 2 inches, Aggregate Base- 11 inches	1.1												
Dark Brown to Black Sand (Fill), Trace Organics			1	SS			3-2-2			20.0			Organics = 3.7%
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose	4.0	5	2	SS			2-2-2			30.4			Organics = 1.4%
			3	SS			3-3-4						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense to Dense	8.0	10	4	SS			4-7-8						
			5	SS			3-13-20						
		15	6	SS			2-7-10						
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff	19.0	20	7	SS			1-3-4		0.75	24.5			
		25	8	SS			2-3-4		1.25	21.5			
Noted Thin Layer of Silt at about 29 ft.			9	SS			3-3-4		1.75	20.2			
Boring Terminated at 30 ft.	30.0	30											

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 5.0 ft.
- At Completion (open hole) None ft.
- After ____ hours ____ ft.
- After ____ days ____ ft.
- Cave Depth 3.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-10
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/5/18	Hammer Wt.	140 lbs.
Date Completed	7/5/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 2 inches, Aggregate Base- 8 inches	0.8												
Dark Brown to Black Sand (Fill), Trace Clay	2.0		1	SS			2-2-3			31.3			Organic = 8.2%
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose			2	SS		▼	4-4-5						
		5											
	6.5		3	SS			4-7-11						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense			4	SS			4-9-12						
		10											
			5	SS			13-9-8						
			6	SS			11-12-12						
		15											
	19.0		7	SS			2-3-2		1.0	25.0			
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff		20											
			8	SS			3-3-4		1.0	21.3			
		25											
			9	SS			2-3-5		2.0	19.9			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.0 ft.
- At Completion (open hole) 4.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-11
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140 lbs.
Date Completed	7/11/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)	2.5		1	SS			1-2-3			16.1			Organics = 1.5%
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Very Loose to Dense		5	2	SS			2-2-2						
			3	SS			3-4-5						
		10	4	SS			7-10-13						
			5	SS			6-13-27						
		15	6	SS			3-5-7						
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff	18.0	20	7	SS			2-2-2		1.0	24.5			
		25	8	SS			2-3-4		1.0	22.0			
Noted Thin Layer of Silt at about 29 ft.	30.0	30	9	SS			3-4-4		1.5	18.8			
Boring Terminated at 30 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 5.5 ft.
At Completion (open hole) 5.0 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 6.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-12
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/10/18	Hammer Wt.	140	lbs.
Date Completed	7/10/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics	2.5		1	SS			1-1-2			24.1			Organics = 3.1%
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose	4.5		2	SS			2-2-3						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Medium Dense		5	3	SS			2-3-4						
			4	SS			3-4-10						
		10	5	SS			9-13-17						
			6	SS			1-5-7						
		15											
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Very Stiff	19.0		7	SS			1-2-3		1.0	24.1			
		20											
			8	SS			3-3-5		1.25	21.1			
		25											
			9	SS			10-12-12		1.0	22.3			
Boring Terminated at 30 ft.	30.0	30											

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.5 ft.
- At Completion (open hole) None ft.
- After ____ hours ____ ft.
- After ____ days ____ ft.
- Cave Depth 4.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-13
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/9/18	Hammer Wt.	140	lbs.
Date Completed	7/9/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics	1.5												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose			1	SS			1-2-3						
			2	SS			5-2-2						
		5											
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Medium Dense	6.5		3	SS			2-4-4						
			4	SS			5-7-11						
		10											
			5	SS			3-7-14						
			6	SS			8-10-14						
		15											
	19.5		7	SS			1-3-4		1.25	19.9			
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff		20											
			8	SS			2-3-5		1.5	20.2			
		25											
			9	SS			1-3-3		1.25	20.7			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 5.0 ft.
At Completion (open hole) 4.5 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 5.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-14
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/6/18	Hammer Wt.	140 lbs.
Date Completed	7/6/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 1.5 inches,Aggregate Base- 8 inches	0.8												
Dark Brown to Black Sand (Fill), Trace Organics			1	SS			2-3-5			22.2			Organics = 3.6%
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Loose	4.0	5	2	SS		▼	3-4-4						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense	6.5		3	SS			4-5-9						
			4	SS			3-8-10						
		10	5	SS			5-13-16						
			6	SS			11-15-14						
		15											
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff	19.0		7	SS			0-2-3		1.25	25.0			
		20											
			8	SS			2-4-5		1.25	21.8			
		25											
			9	SS			6-4-6		2.25	19.7			
Boring Terminated at 30 ft.	30.0	30											

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 4.0 ft.
At Completion (open hole) 4.0 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 4.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-15
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/5/18	Hammer Wt.	140	lbs.
Date Completed	7/5/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 1 inches, Aggregate Base- 8 inches	0.8													
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Loose to Medium Dense			1	SS				4-5-7						
			2	SS				3-4-5						
		5												
	6.5		3	SS				3-4-7						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense			4	SS				7-11-16						
		10												
			5	SS				4-11-13						
			6	SS				3-5-6						
		15												
	19.5		7	SS				1-2-4		1.25	24.1			
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff		20												
			8	SS				3-4-5		1.75	20.9			
		25												
			9	SS				2-3-3		1.5	20.3			
	30.0	30												
Boring Terminated at 30 ft.														

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.5 ft.
- At Completion (open hole) 4.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

2224 Industrial Drive, Suite A
Highland, IN 46322
219-922-7235
Fax 219-922-7243

TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-16
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics			1	SS				1-2-1						
	4.0		2	SS				3-3-2						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Very Loose to Medium Dense		5	3	SS				2-3-4						
			4	SS				5-7-11						
		10	5	SS				6-10-17						
			6	SS				2-5-8						
		15												
	19.5		7	SS				1-3-4		1.25	22.3			
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff to Stiff		20												
			8	SS				3-3-5		1.5	21.0			
		25												
	30.0		9	SS				7-8-6		1.5	18.5			
Boring Terminated at 30 ft.		30												

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 5.5 ft.
- At Completion (open hole) 4.5 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 6.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-17
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/10/18	Hammer Wt.	140 lbs.
Date Completed	7/10/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics	2.0		1	SS			1-2-1			28.8			Organics = 3.6%
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose		5	2	SS			3-3-5						
			3	SS			3-3-5						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense	8.0	10	4	SS			5-8-15						
			5	SS			7-12-16						
		15	6	SS			6-10-9						
Gray Lean Clay (CL), Trace Sand, Moist, Very Soft to Stiff	18.0	20	7	SS			1-1-2		1.0	26.9			
		25	8	SS			4-5-7		1.25	19.5			
	30.0	30	9	SS			5-2-4		1.75	19.0			
Boring Terminated at 30 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 4.5 ft.
At Completion (open hole) 4.5 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 5.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-18
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/9/18	Hammer Wt.	140 lbs.
Date Completed	7/9/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics			1	SS			1-2-1			29.4			Organic = 5.2%
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Loose	4.0	5	2	SS			3-3-5						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Dense	7.0		3	SS			3-3-3						
		10	4	SS			4-8-13						
			5	SS			4-10-17						
		15	6	SS			9-16-16						
Thin Sandy Gravel Layer Noted at about 18 ft.			7	SS			18-2-2			13.7			
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Stiff	20.0	20											
		25	8	SS			2-3-4		1.0	18.0			
	30.0	30	9	SS			4-7-8		2.5	17.9			
Boring Terminated at 30 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 5.0 ft.
At Completion (open hole) 4.0 ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 5.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-19
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/6/18	Hammer Wt.	140 lbs.
Date Completed	7/6/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 1.5 inches, Aggregate Base- 9 inches	0.9												
Dark Brown to Black Sand (Fill), Trace Organics			1	SS			1-3-1			25.8			Organics = 3.1%
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Medium Dense	4.0	5	2	SS			3-3-2						
			3	SS			1-4-7						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Dense	9.0	10	4	SS			4-4-6						
			5	SS			8-15-23						
		15	6	SS			11-8-14						
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff to Very Stiff	19.0	20	7	SS			1-2-4		1.5	20.5			
		25	8	SS			3-4-5		1.25	20.3			
	30.0	30	9	SS			2-6-10		1.5	20.5			
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.0 ft.
- At Completion (open hole) 4.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 3.5 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-20
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/5/18	Hammer Wt.	140	lbs.
Date Completed	7/5/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 2 inches, Aggregate Base- 8 inches	0.8												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose			1	SS			3-4-5						
			2	SS			2-2-3						
		5											
	6.5		3	SS			5-10-12						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense to Dense			4	SS			4-5-13						
		10											
			5	SS			11-20-30						
			6	SS			6-5-8						
		15											
	19.0		7	SS			1-3-2		1.0	23.4			
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Stiff		20											
			8	SS			1-2-4		0.75	24.3			
		25											
			9	SS			3-5-6		1.5	18.9			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.0 ft.
- At Completion (open hole) 4.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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Fax 219-922-7243

TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-21
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140 lbs.
Date Completed	7/11/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)	1.0												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose			1	SS			3-4-4						
			2	SS			3-2-1						
	5.0	5											
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Medium Dense			3	SS			2-4-3						
			4	SS			4-9-16						
		10											
			5	SS			6-11-12						
			6	SS			2-6-9						
		15											
	19.0		7	SS			2-2-3		1.0	24.8			
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Stiff		20											
			8	SS			2-6-6		1.5	21.8			
		25											
			9	SS			0-3-3		1.0	20.6			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.5 ft.
- At Completion (open hole) None ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-22
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/10/18	Hammer Wt.	140 lbs.
Date Completed	7/10/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)	1.0												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Loose			1	SS			2-4-3						
	4.5		2	SS			2-3-2						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Very Loose to Medium Dense		5	3	SS			2-3-6						
			4	SS			6-9-13						
		10	5	SS			4-8-7						
			6	SS			13-10-17						
		15											
	19.5		7	SS			1-2-3		1.0	24.0			
Gray Lean Clay (CL), Trace Sand, Moist,Soft to Medium Stiff		20											
			8	SS			2-3-4		0.75	24.7			
		25											
			9	SS			5-2-3	0.75	1.0	21.3	27	17	PI = 10
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.0 ft.
- At Completion (open hole) 4.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-23
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/9/18	Hammer Wt.	140 lbs.
Date Completed	7/9/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)	2.0		1	SS				2-2-1						
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose		5	2	SS				3-1-1						
	7.0		3	SS				3-3-2						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense		10	4	SS				4-7-9						
			5	SS				3-12-15						
		15	6	SS				3-10-15						
Thin Sandy Gravel Noted at about 19 ft.	20.0	20	7	SS				6-5-4						
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff		25	8	SS				2-4-5		1.5	20.2			
	30.0	30	9	SS				4-4-5		1.0	24.1			
Boring Terminated at 30 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools 4.5 ft.
At Completion (open hole) None ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth 4.0 ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-24
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/5/18	Hammer Wt.	140	lbs.
Date Completed	7/5/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 2 inches, Aggregate Base- 7 inches	0.8												
Dark Brown to Black Sand (Fill), Trace Organics	3.0		1	SS			2-3-3			24.3			
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Loose	6.5	5	2	SS			4-3-4						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Dense			3	SS			3-3-5						
		10	4	SS			5-8-9						
			5	SS			8-18-24						
		15	6	SS			6-11-13						
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff	19.0	20	7	SS			1-3-4		1.0	24.4			
		25	8	SS			3-3-4		1.25	23.0			
	30.0	30	9	SS			1-4-4		1.25	21.1			
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.5 ft.
- At Completion (open hole) 4.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.5 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-25
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/6/18	Hammer Wt.	140 lbs.
Date Completed	7/6/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 1 inches, Aggregate Base- 7 inches	0.9												
Dark Brown to Black Sand (Fill), Trace Organics	3.0		1	SS			3-4-5			16.7			
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose		5	2	SS		▼	2-2-3						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense to Very Dense	6.5		3	SS			3-5-7						
			4	SS			4-8-16						
		10	5	SS			11-27-34						
			6	SS			2-5-8						
		15											
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff	19.0		7	SS			1-3-3		1.5	24.4			
		20											
			8	SS			1-3-3		1.5	21.9			
		25											
			9	SS			2-3-4		1.0	20.9			
Boring Terminated at 30 ft.	30.0	30											

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.0 ft.
- At Completion (open hole) 4.0 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-26
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Organics	3.0		1	SS			1-0-1			37.9			
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Very Loose to Dense		5	2	SS			1-2-3						
			3	SS			3-4-5						
		10	4	SS			6-9-14						
			5	SS			13-20-27						
		15	6	SS			6-17-22						
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff	19.0	20	7	SS			2-2-3		1.25	24.5			
		25	8	SS			3-3-5		1.5	20.5			
	30.0	30	9	SS			3-4-5		1.75	19.7			
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 5.0 ft.
- At Completion (open hole) None ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-27
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/10/18	Hammer Wt.	140	lbs.
Date Completed	7/10/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)	1.5												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose			1	SS			1-2-2						
			2	SS			3-2-2						
	5.0	5											
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Dense			3	SS			2-2-5						
			4	SS			3-5-8						
		10											
			5	SS			7-16-18						
			6	SS			2-4-5						
		15											
	19.5		7	SS			1-3-5		2.75	24.1			
Gray Lean Clay (CL), Trace Sand, Moist, Medium Stiff to Stiff		20											
			8	SS			2-3-5		1.25	20.7			
		25											
			9	SS			2-4-8		1.0	21.5			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.5 ft.
- At Completion (open hole) 4.5 ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 4.5 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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Fax 219-922-7243

TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-28
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/9/18	Hammer Wt.	140	lbs.
Date Completed	7/9/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand with Topsoil (Fill)	1.5												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Very Loose to Loose			1	SS			2-3-3						
			2	SS			4-2-2						
		5	3	SS			2-5-5						
	8.0												
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Medium Dense to Dense			4	SS			6-13-20						
		10	5	SS			10-11-15						
			6	SS			6-8-12						
		15											
	18.0												
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Stiff			7	SS			3-2-2		0.75	25.7			
		20											
			8	SS			2-3-4		1.0	24.0			
		25											
			9	SS			3-4-7		1.25	19.3			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 5.0 ft.
- At Completion (open hole) None ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 3.5 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-29
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/6/18	Hammer Wt.	140 lbs.
Date Completed	7/6/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 1.5 inches,Aggregate Base- 5 inches	0.5												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Loose			1	SS			3-4-5						
			2	SS			3-5-4						
		5											
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Loose to Medium Dense	6.5		3	SS			3-5-7						
			4	SS			3-7-11						
		10											
			5	SS			10-11-14						
			6	SS			1-3-5						
		15											
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff	19.0		7	SS			2-2-3		1.0	23.8			
		20											
			8	SS			2-2-4		1.5	20.9			
		25											
			9	SS			4-3-4		1.5	3.0			
Boring Terminated at 30 ft.	30.0	30											

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.0 ft.
- At Completion (open hole) None ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 3.0 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: B-30
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/6/18	Hammer Wt.	140	lbs.
Date Completed	7/6/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 1 inches, Aggregate Base- 8 inches	0.8												
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist to Wet, Loose to Medium Dense			1	SS			6-7-6						
			2	SS			3-4-4						
		5											
	6.5		3	SS			2-2-3						
Gray Poorly Graded Sand with Silt (SP-SM), Wet, Very Loose to Medium Dense			4	SS			2-6-14						
		10											
			5	SS			6-9-17						
			6	SS			3-9-12						
		15											
	19.0		7	SS			1-2-2		1.25	23.9			
Gray Lean Clay (CL), Trace Sand, Moist, Soft to Medium Stiff		20											
			8	SS			1-4-4		1.25	19.1			
		25											
			9	SS			2-5-4		1.25	20.5			
	30.0	30											
Boring Terminated at 30 ft.													

Sample Type
- SS - Driven Split Spoon
- ST - Pressed Shelby Tube
- CA - Continuous Flight Auger
- RC - Rock Core
- CU - Cuttings
- CT - Continuous Tube

Depth to Groundwater
- Noted on Drilling Tools 4.0 ft.
- At Completion (open hole) None ft.
- After _____ hours _____ ft.
- After _____ days _____ ft.
- Cave Depth 3.5 ft.

Boring Method
- HSA - Hollow Stem Augers
- CFA - Continuous Flight Augers
- DC - Driving Casing
- MD - Mud Drilling
- HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-01
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	1.0													
Brown to Gray Poorly Graded Sand (SP), Trace Gravel, Moist, Very Loose to Medium Dense			1	SS	X			5-6-5						
			2	SS	X	X		2-2-2						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-02
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	2.0		1	SS				2-3-3						
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Loose	5.0	5	2	SS				1-2-4						
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-03
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	0.5													
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose			1	SS	X	X		1-2-2			17.8			
			2	SS	X	X		1-3-2						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-04
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	0.7													
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose to Medium Dense			1	SS	X			5-6-5			21.9			
			2	SS	X	X		2-2-2						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S0-5
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	1.0													
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose to Loose			1	SS	X	X		1-1-2			30.1			
			2	SS	X	X		2-4-5						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-06
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140 lbs.
Date Completed	7/11/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	1.0													
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose			1	SS				1-1-3			36.6			
			2	SS				1-2-2						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-07
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill), Trace Gravel, Brick Fragments	2.5		1	SS	X	X		2-1-2						
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Loose	5.0	5	2	SS	X	X		3-4-5						
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-08
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	1.5													
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose to Loose			1	SS				3-3-4						
			2	SS				1-2-3						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

2224 Industrial Drive, Suite A
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219-922-7235
Fax 219-922-7243

TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-09
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140 lbs.
Date Completed	7/11/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	2.0		1	SS				2-2-1						
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose	5.0	5	2	SS				1-1-1						
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools None ft.
At Completion (open hole) None ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-10
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	1.2													
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose to Loose			1	SS	X	X		2-3-4						
			2	SS	X	X		2-2-2						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-11
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140	lbs.
Date Completed	7/11/18	Hammer Drop	30	in.
Drill Foreman	KH	Spoon Sampler OD	2	in.
Inspector	TJ	Rock Core Dia.	NA	in.
Boring Method	HSA	Shelby Tube OD	NA	in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 2 inches, Aggregate Base- 9 inches	0.9													
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Loose			1	SS				4-4-5						
			2	SS				2-3-4						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-12
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140 lbs.
Date Completed	7/11/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Asphalt- 2.5 inches, Aggregate Base- 6 inches	0.7													
Brown to Gray Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose			1	SS				4-2-1						
			2	SS				1-1-3						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-13
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	140 lbs.
Date Completed	7/11/18	Hammer Drop	30 in.
Drill Foreman	KH	Spoon Sampler OD	2 in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	HSA	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics	Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	1.0													
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist, Very Loose to Loose			1	SS				2-1-1						
			2	SS				4-4-3						
	5.0	5												
Boring Terminated at 5 ft.														

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools None ft.
At Completion (open hole) None ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-14
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	NA lbs.
Date Completed	7/11/18	Hammer Drop	NA in.
Drill Foreman	KH	Spoon Sampler OD	NA in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	BK	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	1.0												Hand Auger Boring Performed Due to Close Proximity to Utilities.
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist			1	CU									
			2	CU									
	5.0	5											
Boring Terminated at 5 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After _____ hours _____ ft.
After _____ days _____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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TEST BORING LOG

CLIENT: School City of Hammond
PROJECT NAME: Proposed Hammond Middle/High School
PROJECT LOCATION: 5926 Calumet Avenue, Hammond, Indiana

BORING #: S-15
JOB #: H5044311801
DRAWN BY: JV
APPROVED BY: AZ

DRILLING and SAMPLING INFORMATION

Date Started	7/11/18	Hammer Wt.	NA lbs.
Date Completed	7/11/18	Hammer Drop	NA in.
Drill Foreman	KH	Spoon Sampler OD	NA in.
Inspector	TJ	Rock Core Dia.	NA in.
Boring Method	BK	Shelby Tube OD	NA in.

TEST DATA

SOIL CLASSIFICATION / SURFACE ELEVATION	Stratum Depth	Depth Scale	Sample No.	Sample Type	Sampler Graphics / Recovery Graphics	Groundwater	Standard Penetration Test, blows/6 inches	Qu-tsf Unconfined Compressive Strength	HP-tsf Hand Penetrometer	Moisture Content %	Liquid Limit (LL)	Plastic Limit (PL)	Remarks
Dark Brown to Black Sand (Fill)	1.0												Hand Auger Boring Performed Due to Close Proximity to Utilities.
Brown Poorly Graded Sand with Silt (SP-SM), Trace Gravel, Moist			1	CU									
			2	CU									
	5.0	5											
Boring Terminated at 5 ft.													

Sample Type
SS - Driven Split Spoon
ST - Pressed Shelby Tube
CA - Continuous Flight Auger
RC - Rock Core
CU - Cuttings
CT - Continuous Tube

Depth to Groundwater
Noted on Drilling Tools: None ft.
At Completion (open hole): None ft.
After ____ hours ____ ft.
After ____ days ____ ft.
Cave Depth: None ft.

Boring Method
HSA - Hollow Stem Augers
CFA - Continuous Flight Augers
DC - Driving Casing
MD - Mud Drilling
HA - Hand Augers

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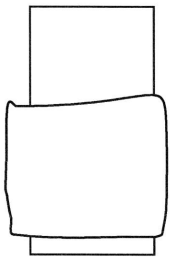
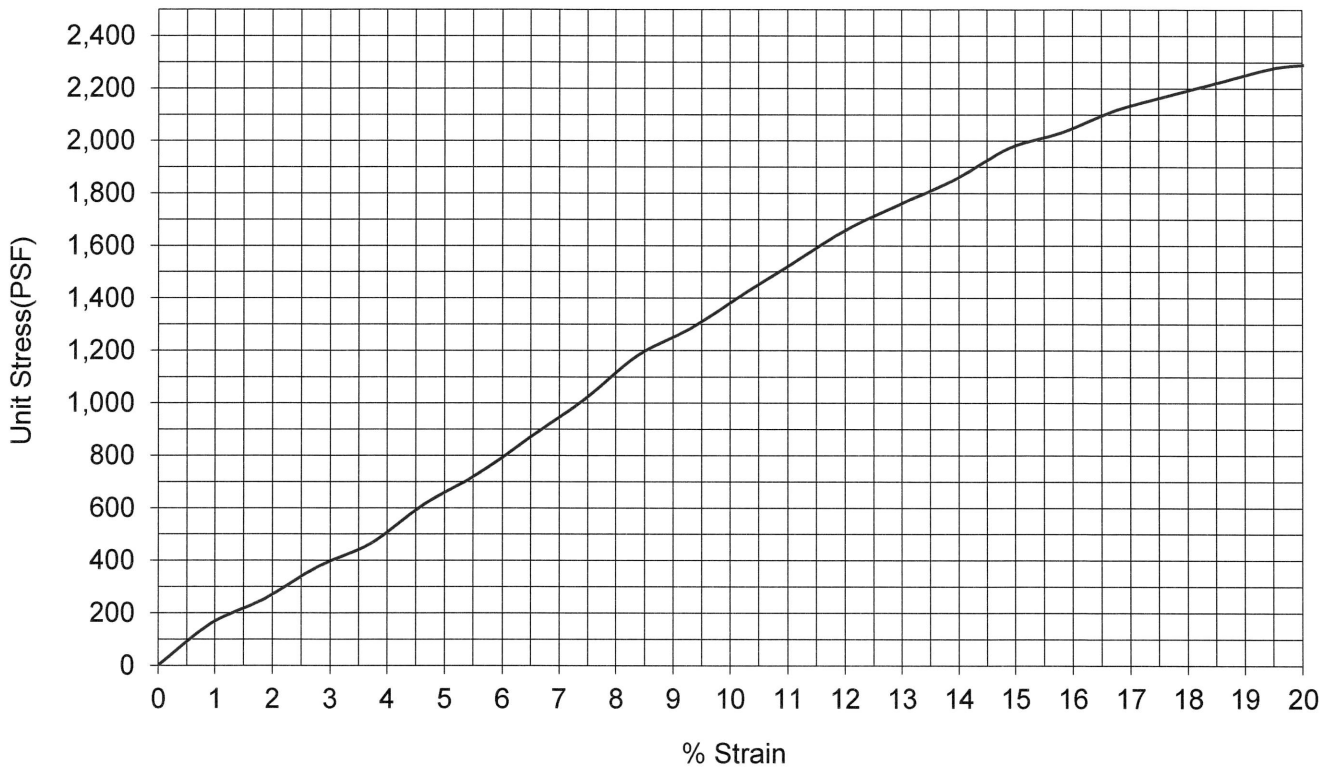
Unconfined Compressive Strength Test

Test Method
ASTM D-2166-00

Client: School City of Hammond
Project: Hammond High School, Hammond, Indiana
Project Number: H504431801 **Report:** UT-1 **Date:** 12-Jul-18
Sample Obtained From: Boring B-1 18.5 ft to 20 ft
Sample Description: Gray Lean Clay



Failure Sketch



Unconfined Comp. Strength	**1,980 psf**	**Shear Strength**	**990 psf**
Dry Density	**108.1 pcf**	**Water Content**	**24.9 %**
Average Height	**2.68 inch**	**Average Diameter**	**1.4 inch**
Height/Diameter Ratio	**1.89**	**Sample Type**	**Split-spoon**
Average Rate of Strain	**1% per min**	**Strain at Failure**	**15.0 %**

Atterberg Limits	Liquid Limit	Plastic Limit	Plasticity Index	Classification
	38	**19**	**19**	**CL**

Test Performed By: TJ **Reviewed By:** AZ
Remarks:

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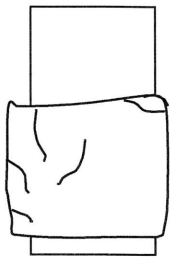
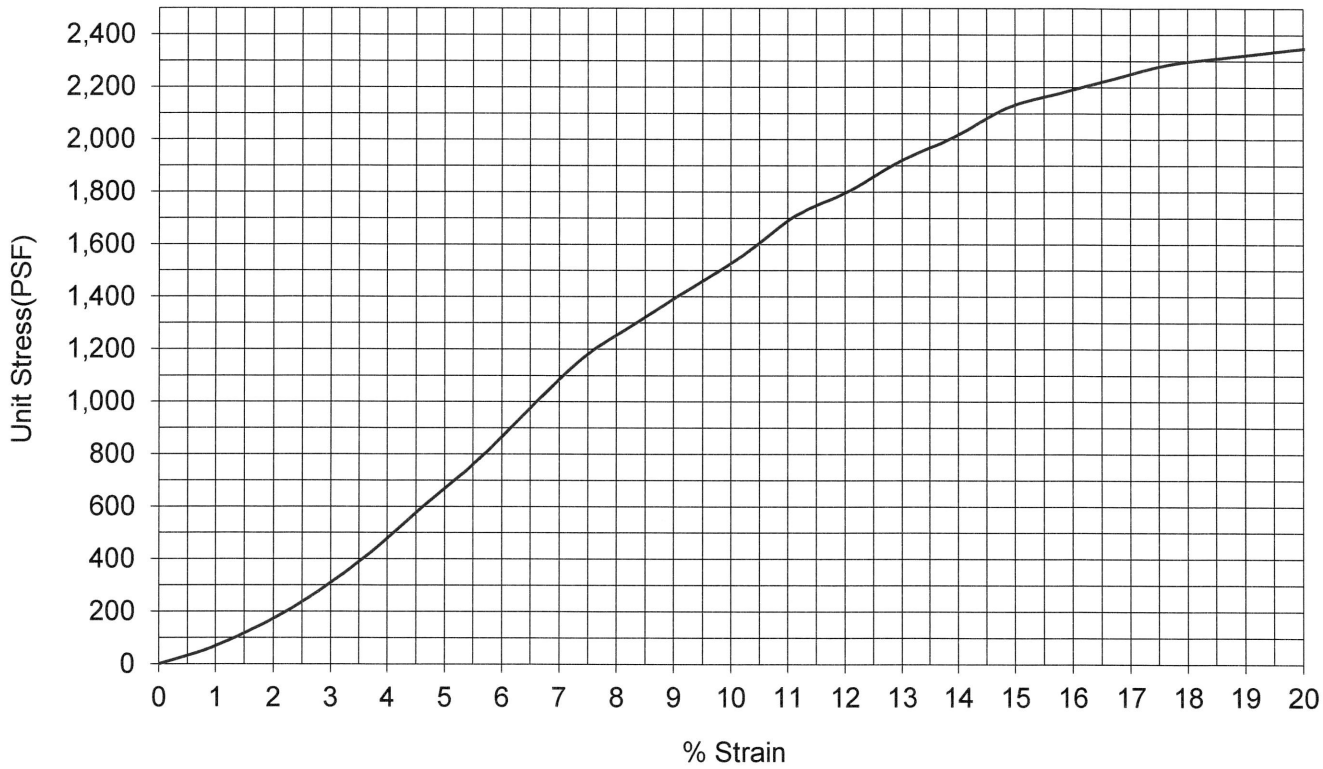
Unconfined Compressive Strength Test
Test Method
ASTM D-2166-00

Client:	School City of Hammond				
Project:	Hammond High School, Hammond, Indiana				
Project Number:	H504431801	**Report:**	UT-2	**Date:**	12-Jul-18
Sample Obtained From:	Boring	B-8	28.5 ft to 30 ft		
Sample Description:	Gray Lean Clay				



Failure Sketch



Unconfined Comp. Strength	**2,150 psf**	**Shear Strength**	**1,075 psf**
Dry Density	**108.9 pcf**	**Water Content**	**24.3 %**
Average Height	**2.69 inch**	**Average Diameter**	**1.4 inch**
Height/Diameter Ratio	**1.88**	**Sample Type**	**Split-spoon**
Average Rate of Strain	**1% per min**	**Strain at Failure**	**15.0 %**

Atterberg Limits	Liquid Limit	Plastic Limit	Plasticity Index	Classification
	29	**16**	**13**	**CL**

Test Performed By: TJ **Reviewed By:** AZ

Remarks:

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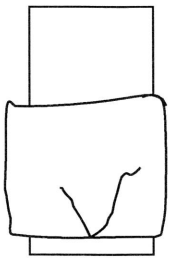
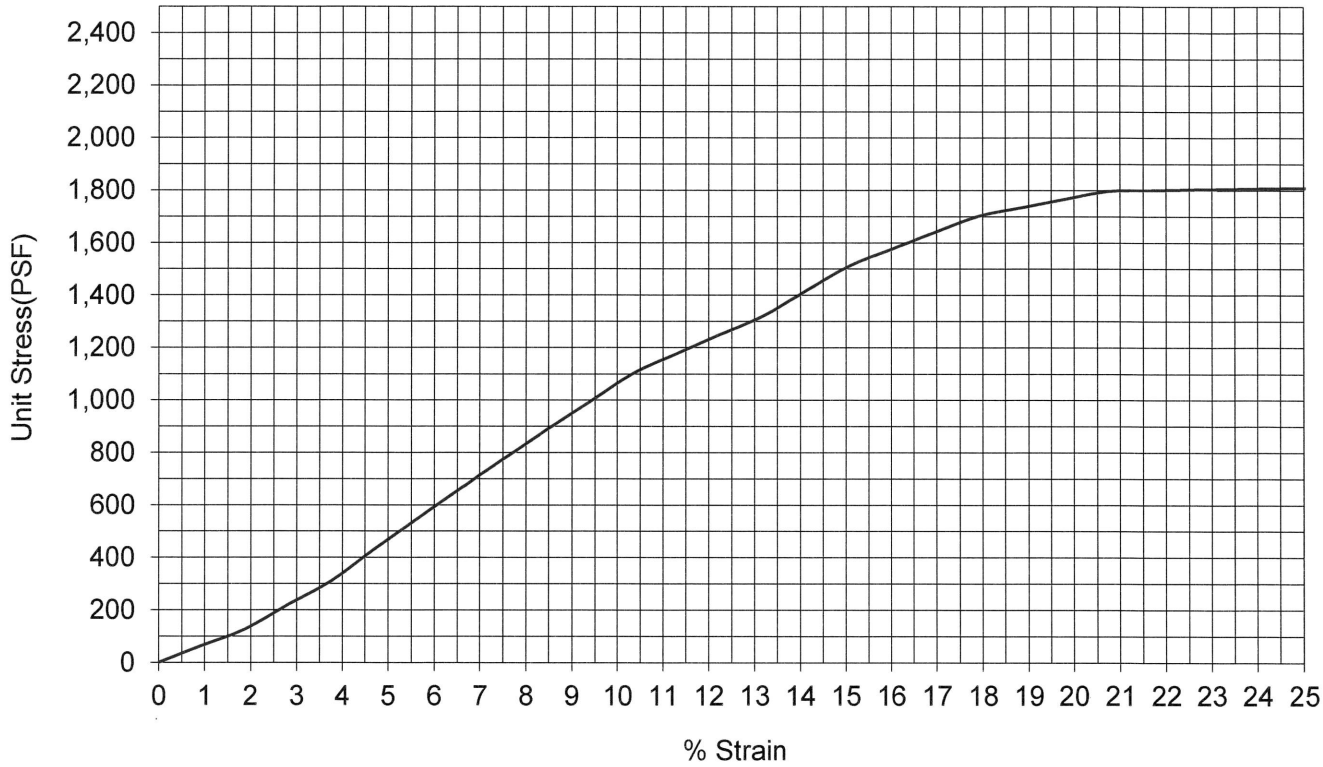
Unconfined Compressive Strength Test
Test Method
ASTM D-2166-00

Client:	School City of Hammond				
Project:	Hammond High School, Hammond, Indiana				
Project Number:	H504431801	**Report:**	UT-3	**Date:**	17-Jul-18
Sample Obtained From:	Boring	B-22	28.5 ft to 30 ft		
Sample Description:	Gray Lean Clay				



Failure Sketch



Unconfined Comp. Strength	**1,500 psf**	**Shear Strength**	**750 psf**
Dry Density	**116.4 pcf**	**Water Content**	**21.3 %**
Average Height	**2.65 inch**	**Average Diameter**	**1.4 inch**
Height/Diameter Ratio	**1.87**	**Sample Type**	**Split-spoon**
Average Rate of Strain	**1% per min**	**Strain at Failure**	**15.0 %**

Atterberg Limits	Liquid Limit	Plastic Limit	Plasticity Index	Classification
	27	**17**	**10**	**CL**

Test Performed By: **JS** **Reviewed By:** **AZ**

Remarks:

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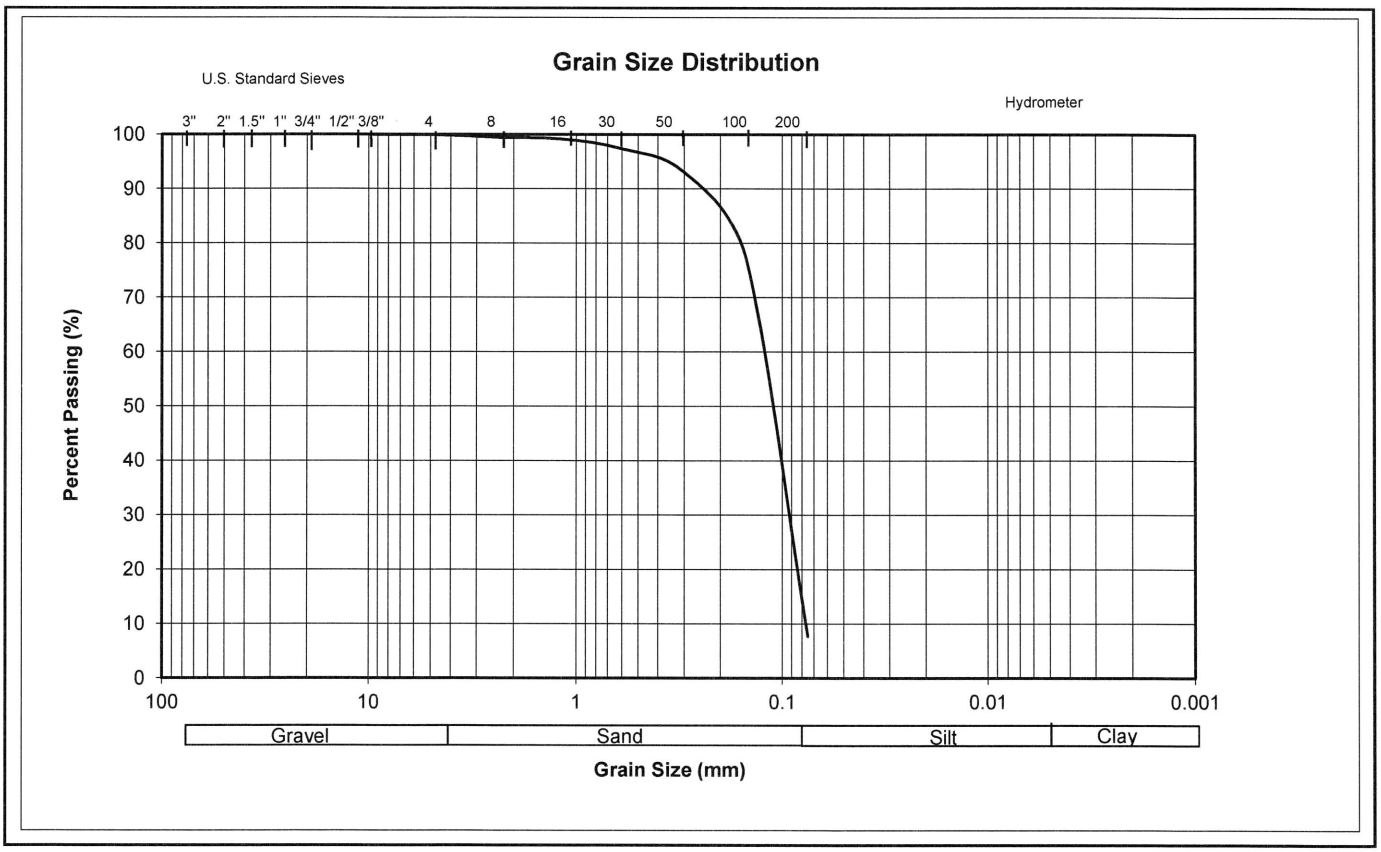
ASTM-C 136
Sieve Analysis of Fine and Coarse Aggregates

Project No.	H504431801	**Report No.**	GSA-1	**Lab No.**	5198
Project:	Proposed Hammond Middle/High School, Hammond, Indiana				
Client:	School City of Hammond				
Date Received	7/5/2018			**Date Tested**	7/18/2018
Sample Obtained from:	Boring B-3 Depth 6 ft to 7.5 ft				
Sample Description:	Poorly Grade Brown Sand with Silt				



D_{10} = 0.077 mm **Coefficient of Uniformity, Cu = D_{60} / D_{10} =** 1.82

D_{30} = 0.093 mm **Coefficient of Curvature, $Cc=D_{30}^2/(D_{10}*D_{60})$ =** 0.80

D_{60} = 0.14 mm **USCS Classification:** SP-SM

Remarks:

Tested By: AB **Reviewed By:** AZ

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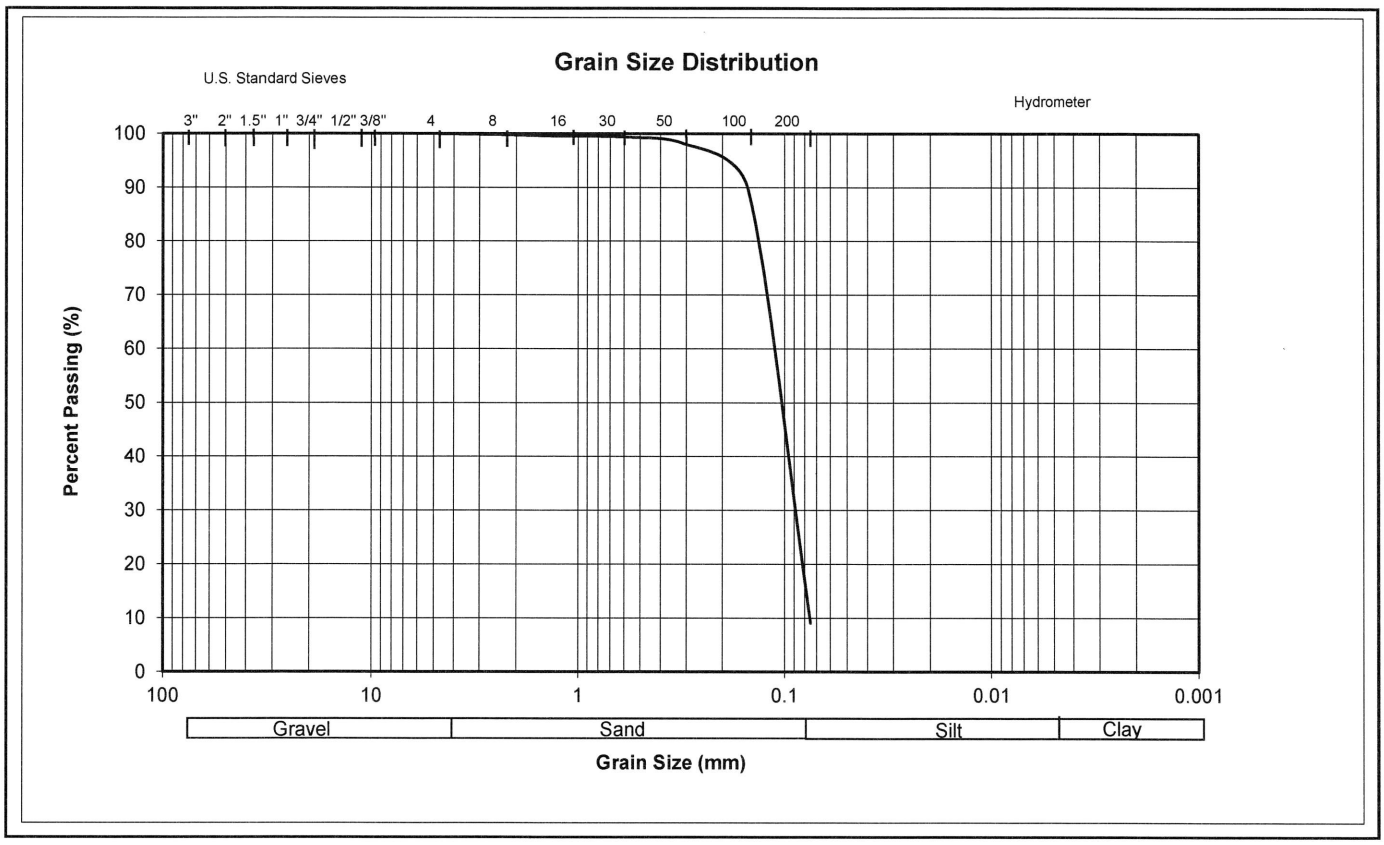
ASTM-C 136
Sieve Analysis of Fine and Coarse Aggregates

Project No.	H504431801	**Report No.**	GSA-2	**Lab No.**	5198
Project:	Proposed Hammond Middle/High School, Hammond, Indiana				
Client:	School City of Hammond				
Date Received	7/5/2018			**Date Tested**	7/18/2018
Sample Obtained from:	Boring B-14 Depth 11 ft to 12.5 ft				
Sample Description:	Poorly Grade Gray Sand with Silt				



D_{10} = 0.075 mm

Coefficient of Uniformity, $Cu = D_{60} / D_{10}$ = 1.60

D_{30} = 0.09 mm

Coefficient of Curvature, $Cc = D_{30}^2/(D_{10} * D_{60})$ = 0.90

D_{60} = 0.12 mm

USCS Classification: SP-SM

Remarks:

Tested By: AB

Reviewed By: AZ

Materials Testing Laboratory

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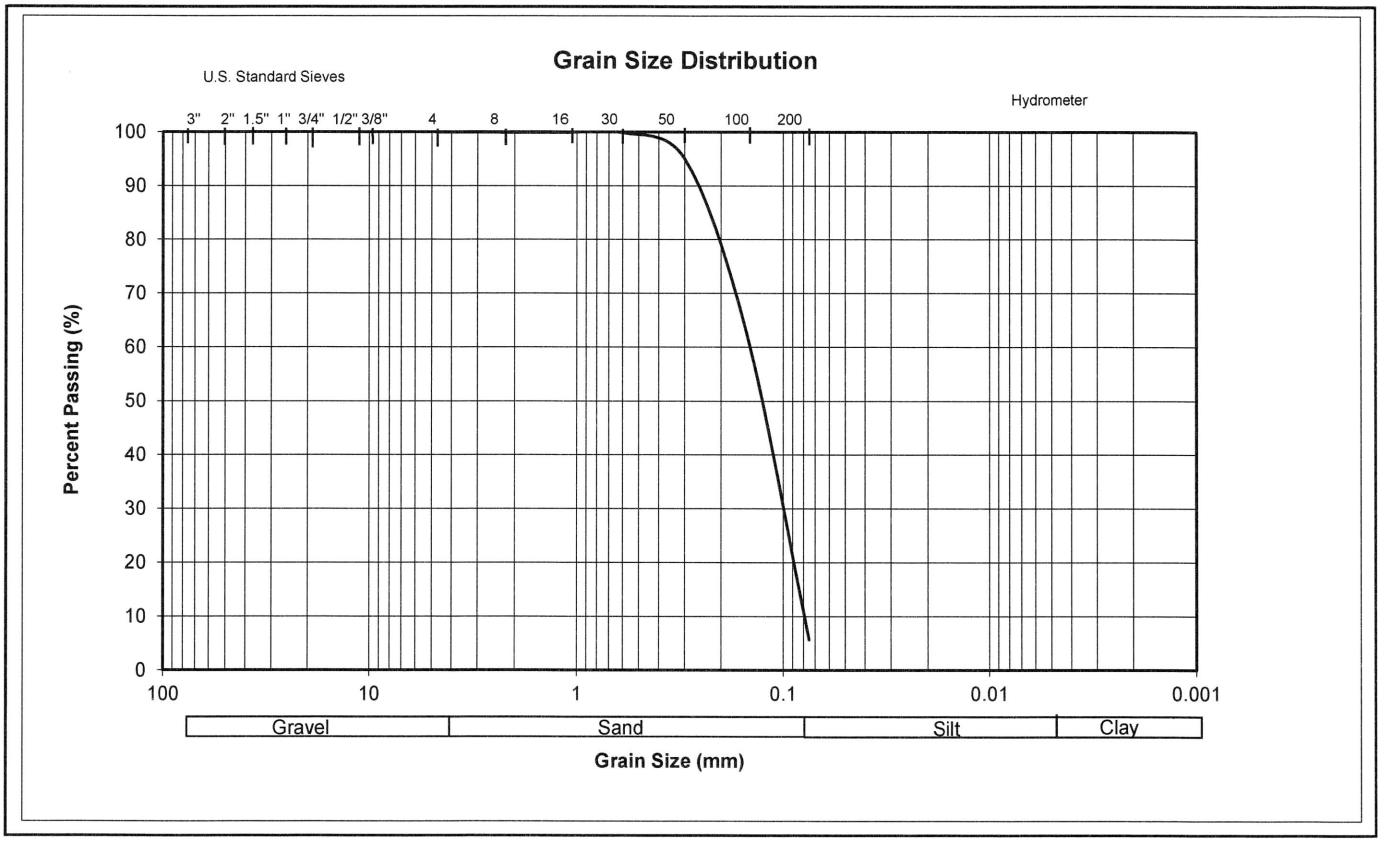
ASTM-C 136
Sieve Analysis of Fine and Coarse Aggregates

Project No.	H504431801	**Report No.**	GSA-3	**Lab No.**	5198
Project:	Proposed Hammond Middle/High School, Hammond, Indiana				
Client:	School City of Hammond				
Date Received	7/5/2018			**Date Tested**	7/18/2018
Sample Obtained from:	Boring B-17 Depth 3.5 ft to 5 ft				
Sample Description:	Poorly Grade Light Brown Sand with Silt				



D_{10} = 0.08 mm

D_{30} = 0.1 mm

D_{60} = 0.15 mm

Coefficient of Uniformity, Cu = D_{60} / D_{10} = 1.88

Coefficient of Curvature, Cc=$D_{30}^2/(D_{10}*D_{60})$ = 0.83

USCS Classification: SP-SM

Remarks:

Tested By: AB

Reviewed By: AZ

Materials Testing Laboratory

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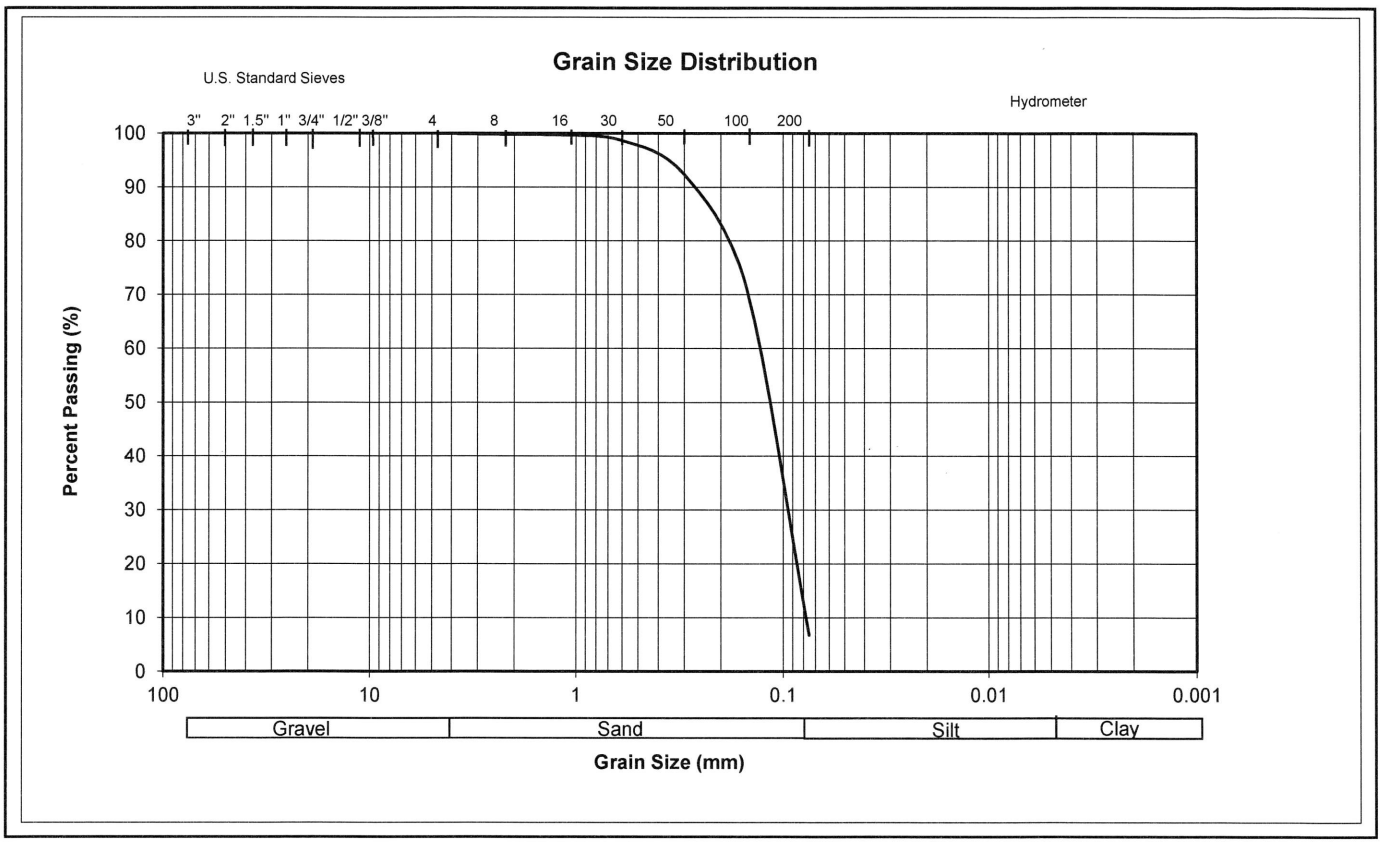
ASTM-C 136
Sieve Analysis of Fine and Coarse Aggregates

Project No.	H504431801	**Report No.**	GSA-4	**Lab No.**	5198
Project:	Proposed Hammond Middle/High School, Hammond, Indiana				
Client:	School City of Hammond				
Date Received	7/5/2018			**Date Tested**	7/18/2018
Sample Obtained from:	Boring B-30 Depth 13.5 ft to 15 ft				
Sample Description:	Poorly Grade Gray Sand with Silt				



D_{10} = 0.078 mm **Coefficient of Uniformity, Cu = D_{60} / D_{10} =** 1.79

D_{30} = 0.095 mm **Coefficient of Curvature, Cc=$D_{30}^2/(D_{10}*D_{60})$ =** 0.83

D_{60} = 0.14 mm **USCS Classification:** SP-SM

Remarks:

Tested By: AB **Reviewed By:** AZ

Materials Testing Laboratory

FIELD CLASSIFICATION SYSTEM FOR SOIL EXPLORATION

NON-COHESIVE SOILS
(Silt, Sand, Gravel and Combinations)

Density

Very Loose	-	5 blows/ft or less
Loose	-	6 to 10 blows/ft
Medium Dense	-	11 to 30 blows/ft
Dense	-	31 to 50 blows/ft
Very Dense	-	51 blows/ft or more

Relative Proportions

Descriptive Term	Percent
Trace	1 - 10
Little	11 - 20
Some	21 - 35
And	36 - 50

Particle Size Identification

Boulders	-	8 inch diameter or more	
Cobbles	-	3 to 8 inch diameter	
Gravel	-	Coarse	- 1 to 3 inch
		Medium	- ½ to 1 inch
		Fine	- ¼ to ½ inch
Sand	-	Coarse	2.00mm to ¼ inch (dia. of pencil lead)
		Medium	0.42 to 2.00mm (dia. of broom straw)
		Fine	0.074 to 0.42mm (dia. of human hair)
Silt			0.074 to 0.002mm (cannot see particles)

COHESIVE SOILS
(Clay, Silt and Combinations)

Consistency

Very Soft	-	3 blows/ft or less
Soft	-	4 to 5 blows/ft
Medium Stiff	-	6 to 10 blows/ft
Stiff	-	11 to 15 blows/ft
Very Stiff	-	16 to 30 blows/ft
Hard	-	31 blows/ft or more

Plasticity

Degree of Plasticity	Plasticity Index
None to slight	0 - 4
Slight	5 - 7
Medium	8 - 22
High to Very High	over 22

Classification on the logs are made by visual inspection of samples.

Standard Penetration Test — Driving a 2.0" O.D. 1-3/8" I.D. sampler a distance of 1.0 foot into undisturbed soil with a 140 pound hammer free falling a distance of 30 inches. It is customary for ATC to drive the spoon 6 inches to seat into undisturbed soil, then perform the test. The number of hammer blows for seating the spoon and making the test are recorded for each 6 inches of penetration on the drill log (Example — 6-8-9). The standard penetration test result can be obtained by adding the last two figures (i.e., 8 + 9 = 17 blows/ft). (ASTM D-1586-11).

Strata Changes — In the column "Soil Descriptions" on the drill log the horizontal lines represent strata changes. A solid line (_____) represents an actually observed change. A dashed line (_ _ _ _ _ _) represents an estimated change.

Ground Water observations were made at the times indicated. Porosity of soil strata, weather conditions, site topography, etc., may cause changes in the water levels indicated on the logs.

ATC

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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_____ NAME OF BIDDER

BIDDER REMINDER LIST TO BE COMPLETED AND INCLUDED IN BID PACKAGE FOR REVIEW AT BID OPENING

	YES	NO
Have you properly and completely executed the **Bid Form** (Section 00 31 00)?		
Is the **Bid Total** written in both words and figures?		
Are the **Alternate** quantities in both words and figures and noted as **Add or Deduct**?		
Is the Non-Collusion Affidavit, part of the Bid Form, signed & notarized?		
Have you enclosed a certified check or **Bid Bond**? (Note: bond must be signed by Surety and Principal)		
Have you included your company's **Financial Statement**?		
Have you included the **Responsible Bidding Practices Submission Form** (Section 00 34 10a)?		
Have you included your written **Drug Testing Plan** that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6?		
Have Subcontractors and Products List to the Construction Manager within **48** Hours of the Bid for Apparent Low Bidders.		
On the outside of the envelope containing your Bid have you indicated: **The Project Name** **Bidder's Name** **Bid Category No.** **Date and Time of Bid Opening** **Owner's Address** Address to Where Bid is to be Delivered if different from Owners Address		

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

CONTRACTOR'S BID FOR PUBLIC WORKS FORM NO. 96

Format (Revised 2013)
(Amended for SCH & HMSBC)

School City of Hammond
New Middle/High School -
Bid Package No. 1

School City of Hammond and
Hammond Multi-School Building Corporation

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year):_____

BIDDER (Firm) _____

Address _____ P.O. Box _____

City/State/Zip _____

Telephone Number: _____ Email Address: _____

Person to contact regarding this Bid_____

Pursuant to notices given, the undersigned offers to furnish labor and/or materials necessary to complete the public works project of:

_____
Insert Category No. (s) and Name(s)

Of public works project, ***School City of Hammond New Middle/High School - Bid Package No. 1***, in accordance with Plans and Specifications prepared by ***Schmidt Associates, 415 Massachusetts Ave., Indianapolis, IN 46204***, as follows:

BASE BID

For the sum of _____
(Sum in words)

_____DOLLARS ($_____)
(Sum in figures)

The undersigned acknowledges receipt of the following Addenda:
Receipt of Addenda No. (s) _____

PROPOSAL TIME

Bidder agrees that this Bid shall remain in force for a period of sixty (60) consecutive calendar days from the due date, and Bids may be accepted or rejected during this period. Bids not accepted within said sixty (60) consecutive calendar days shall be deemed rejected.

Attended pre-bid conference YES _____ NO_____

Has visited the jobsite YES _____ NO_____

The Bidder has reviewed the Guideline Schedule in Section 01 32 00 and the intent
Of the schedule can be met. YES _____ NO_____

Bidder has included their Written Drug Testing Plan that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6. YES _____ NO_____

The undersigned further agrees to furnish a bond or certified check with this Bid for an amount specified in the Notice to Bidders. If Alternate Bids apply, submit a proposal for each in accordance with the Plans and Specifications.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit bases, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(if applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ALTERNATE BIDS - NOT USED

PART II
(For projects of $150,000 or more – IC 36-1-12-4)

These statements to be submitted under oath by each bidder with and as a part of his bid. (Attach additional pages for each section as needed.)

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you?_____If so, where and why?

_____

_____

_____

4. List references from private firms for which you have performed work.

_____

_____

_____

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed Work. (Examples could include a narrative of when you could begin, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

_____

_____

_____

_____

2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

_____

_____

_____

_____

3. If you intend to sublet any portion of the work, state the name and addresses of each subcontractor, equipment to be used by the subcontractor, and whether you will required a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

_____

_____

_____

_____

4. What equipment do you have available to use for the proposed Project? Any equipment used by subcontractors may also be required to be listed by the governmental unit.

_____

_____

_____

_____

5. Have you into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which corroborate the process listed.

_____

_____

_____

_____

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of Bidder's financial statement is mandatory. Any Bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the Contract must be specific enough in detail so that said governing body can make a proper determination of the Bidder's capability for completing the Project if awarded.

SECTION IV CONTRACTOR NON-COLLUSION AFFIDAVIT

The undersigned Bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this Bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporations has, have, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such contract.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT

Dated at _____this _____ day of _____, 20

_____
(Name of Organization)

By
_____

_____
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public, personally appeared the above-named
_____

Swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____,
_____
(Title)

_____
Notary Public

My Commission Expires: _____

County of Residence: _____

END OF SECTION 00 31 00

SECTION 00 34 10 - RESPONSIBLE BIDDING PRACTICES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Responsible Bidding Practices requirements, a copy of which is included herein.

END OF SECTION 00 34 10

A Resolution to Establish Responsible Bidding Practices and Submission Requirements for Submitting Bids to Perform Construction Work

WHEREAS, the School City of Hammond is required by law to award public works contracts to the "lowest responsible and responsive" bidder;

WHEREAS, the School City of Hammond, based upon its experience, has determined that quality workmanship, efficient operation, safety, and timely completion of projects requires all bidders meet certain minimum requirements in order to be a "lowest responsible and responsive" bidder;

WHEREAS, applicable state law also requires that bidders meet certain minimum requirements in order to be a "lowest responsible and responsive" bidder;

WHEREAS, the School City of Hammond seeks to enhance its ability to identify "lowest responsible and responsive" bidders on all School construction projects by institution of more comprehensive submission requirements which are in compliance with Indiana State law;

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" resolution will preserve administrative resources by ensuring that only qualified contractors and subcontractors are awarded contracts on public works construction projects; and,

WHEREAS, the "Responsible Bidding Practices and Submission Requirements" resolution will ensure efficient use of taxpayer dollars, will promote public safety and is in the public interest:

SECTION 1. This resolution which is entitled "Responsible Bidding Practices and Submission Requirements for Submitting Bids to Perform Construction Work" is hereby adopted and shall read as follows:

I. <u>Bid Submission Requirements</u>

Contractors proposing to submit bids on any School City of Hammond ("School") public works project estimated to be at least One -hundred fifty thousand dollars ($150,000.00) or more must, prior to the bid opening date, , submit a statement made under oath and subject to perjury laws, on a form designated by the School and must include:

(A) A copy of a print-out of the Indiana Secretary of State's on-line records for the bidder dated within sixty (60) days of the submission of said document showing that the bidder is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing. If the bidder is an individual, sole proprietor or partnership, this subsection shall not apply;

(B) A list identifying all former business names;

(C) Any determinations by a court or governmental agency for violations of federal, state, or local laws including, but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA) and, if the bidder will be bidding on federally financed or federally subsidized projects, the federal Davis-Bacon and related Acts;

(D) A statement on staffing capabilities, including labor sources;

(E) For mechanical, electrical, plumbing, or any other highly skilled area, evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes a copy of all applicable apprenticeship certificates or standards for these training programs;

(F) A copy of a written plan for employee drug testing that: (i) covers all employees of the bidder who will perform work on the public work project; and (ii) meets, or exceeds, the requirements for State of Indiana agency employees set forth in IC 4-13- 18-5 or IC 4-13-18-6;

(G) The name and description of the management experience of each of the bidder's project managers and superintendents that bidder intends to assign to work on the project;

(H) Proof of any professional or trade license required by law for any trade or specialty area in which bidder is seeking a contract award; and disclosure of any suspension or revocation within the previous five years of any professional or trade license held by the company, or of any director, officer or manager employed by the bidder;

(I) Evidence that the contractor is utilizing a surety company which is on the United States Department of Treasury's Listing of Approved Sureties and/or sureties approved by the Indiana Department of Insurance; and

(J) A written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five years.

The School reserves the right to demand supplemental information from the bidder, (additional) verification of the information provided by the bidder, and may also conduct random inquiries of the bidder's current and prior customers.

II. Post-Bid Submissions from Subcontractors

All bidders shall provide a written list that discloses the name, address, and type of work for each first-tier subcontractor from whom the bidder has accepted a bid and/or intends to hire on any part of the public work project, including individuals performing work as independent contractors, within five (5) business days after the date the bids are due.

In addition, each such first-tier subcontractor shall be required to adhere to the requirements of Section I of this resolution as though it were bidding directly to the School, except that first-tier subcontractors shall submit the required information (including the name, address, and type of work for each of their first-tier subcontractors) to the successful bidder no later than five (5) business days after the subcontractor's first day of work on the public work project and the bidder shall then forward said information to the School. Payment shall be withheld from any first-tier subcontractor who fails to timely submit said information until such information is submitted and approved by the School.

Upon request, the School may require any second and lower-tier subcontractors to provide the required information (including name, address, type of work on the project and the name of the higher-tier subcontractor). Payments shall be withheld from any second or lower-tiered contractor who fails to timely submit this information until this information is submitted and approved by the School. Additionally, the School may require the successful bidder and relevant subcontractor to remove the second or lower-tier subcontractor from the project and replace it with a responsive and responsible subcontractor.

Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the School may withhold all payments otherwise due for work performed by a subcontractor, until the subcontractor submits the required information and the School approves such information. The School may also require that successful bidder to remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

The disclosure of a subcontractor ("Disclosed Subcontractor") by a bidder or a subcontractor shall not create any rights in the Disclosed Subcontractor. Thus, a bidder and/or subcontractor may substitute another subcontractor ("Substitute Subcontractor") for a Disclosed Subcontractor by giving the School written notice of the name, address, and type of work of the Substitute Subcontractor. The Substitute Subcontractor is subject to all of the obligations of a subcontractor under this resolution.

III. Validity of Pre-Qualification Classification

Upon designation by the School that a contractor's or subcontractor's submission in anticipation of a bid is complete and timely, and upon any further consideration deemed necessary by the School, the contractor or subcontractor may be pre-qualified for future School public works projects. A contractor's classification as "qualified" shall exempt the contractor or sub-contractor from the comprehensive submission requirements contained herein for a period of twelve (12) months. Thereafter, contractors or subcontractors who are pre-qualified must submit a complete application for continuation of "pre-qualified" standing, on a form provided by the School, (also referred to as the "short form") by December 31 for the upcoming calendar year. Failure by any pre-qualified contractor or subcontractor to timely submit its complete application for continuation of "pre-qualified" standing shall result in automatic removal of the designation, effective January 1 of the upcoming year. However, the "removed" contractor or subcontractor shall still be permitted to bid on School public works projects.

Any material changes to the contractor's status, at any time, must be reported in writing within ten (10) days of its occurrence to the School. The pre-qualification designation is solely within the discretion of the School and the School specifically reserves the right to change or revoke the designation for a stated written reason(s).

Denial of pre-qualification shall be in writing and shall be forwarded to the contractor within seven (7) business days of such decision. Any contractor denied or losing pre-qualification status may request reconsideration of the decision by submitting such request in writing to the School within five (5) business days of receipt of notice of denial.

IV. Incomplete Submissions by Bidders

It is the sole responsibility of the potential bidder to comply with all submission requirements applicable to the bidder in section I above by no later than the public bid opening date. Post-bid submissions must be submitted in accordance with section II above. Submissions deemed inadequate, incomplete, or untimely by the School may result in the automatic disqualification of the bid.

V. Responsive and Responsible Bidder Determination

The School, after review of complete and timely submissions, shall, in its sole discretion, after taking into account all information in the submission requirements, determine whether a bidder is responsive and responsible. The School specifically reserves the right to utilize all information provided in the contractor or subcontractor's submission or any information obtained by the School through its own independent verification of the information provided by the contractor.

VI. Certified Payroll

For projects in which the cost is at least $500,000, the successful bidder and all subcontractors working on a public work project shall submit a certified payroll report utilizing the federal form WH-347 which must be prepared on a weekly basis and submitted to the School within ten (10) calendar days after the end of each week in which the bidder or subcontractor performed its work on the public work project. These certified payroll reports shall identify the job title and craft of each employee on the project, e.g. journeyman electrician or apprentice electrician.

The School may withhold payment due for work performed by a bidder if the bidder fails to timely submit its certified payroll reports until such time as such certified payroll reports are submitted.

The School may also withhold payment due for work performed by a subcontractor if the subcontractor fails to timely submit its certified payroll reports until such time as such certified payroll reports are submitted. The School shall not withhold payment to a bidder for work performed by the bidder or for work performed by subcontractors who have submitted their certified payroll reports, due to other subcontractor's failure to timely submit their certified payroll reports.

VII. Public Records

All information submitted by a bidder or a subcontractor pursuant to this resolution, including certified payrolls, are public records subject to review pursuant to the Indiana Access to Public Records Act (IC 5-14-3).

VIII. Penalties for False, Deceptive. or Fraudulent Statements/Information

Any bidder that willfully makes, or willfully causes to be made, a false, deceptive or fraudulent statement, or willfully submits false, deceptive or fraudulent information in connection with any submission made to the School shall be disqualified from bidding on all School projects for a period of three years.

IX. Conflicting Policies

Any Policy or provision of any Policy in conflict with the provisions of this resolution is hereby repealed.

X. Severability

If any provision of this resolution is found to be invalid, the remaining provisions of this resolution shall not be affected by such a determination. These other provisions of this resolution shall remain in full force and effect without the invalid provision.

This resolution, which is entitled "Responsible Bidding Practices and Submission Requirements for Submitting Bids to Perform Construction Work," is hereby enacted by the Board of School Trustees for the School City of Hammond on the 6th day of February 2018.

President

Vice President

Secretary

Member

Member

ATTEST:

School City of Hammond

Responsible Bidding Practices Submission Form

Project: New Hammond Middle/High School - Bid Package No. 1

Bid Opening Date: September 26, 2018

Bid Opening Time: 10:00 AM (CDT)

Name of Contractor: _____

Address: _____

Telephone No.: _____

Name of Primary Contact: _____

Category of Work: _____

Date of Submission: _____

Contractors proposing to submit bids on any School City of Hammond ("School") project estimated to be at least one hundred fifty thousand dollars ($150,000) or more must, include with their bids, a statement made under oath and subject to perjury laws, the following:

A. Attach to this form, a copy of a print-out of the Indiana Secretary of State's on-line records for the bidder dated within sixty (60) days of the submission of said document showing that the bidder is in existence, current with the Indiana Secretary of State's Business Entity Reports, and eligible for a certificate of good standing. If the bidder is an individual, sole proprietor or partnership, this section shall not apply.

B. List all former business names:

_____

_____

_____

_____

**Refer to The School City of Hammond's "Policy to establish Responsible Bidding Practices"*

C. Provide violations of federal, state, or local laws as determined by a court or governmental agency (Not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and health Act):

_____

_____

_____

_____

_____

_____

D. Provide a written statement on staffing capabilities, including labor sources:

_____

_____

_____

_____

_____

_____

_____

E. Attach to this form, evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. Include all applicable apprenticeship certificates or standards for these training programs.

F. Attach to this form, a copy of a written plan for employee drug testing that covers all employees of the bidder who will perform work on the public work project and meets, or exceeds, the requirements set forth in IC 4-13-18-5 or IC 4-13-18-6.

**Refer to The School City of Hammond's "Policy to establish Responsible Bidding Practices"*

G. Provide the name and description of the management experience of each of the bidder's project managers and superintendents that bidder intends to assign to work on the project:

_____

_____

_____

_____

_____

H. Attach to this form, proof of any professional or trade license required by law for any trade or specialty area in which bidder is seeking a contract award; and disclosure of any suspension or revocation within the previous five years of any professional or trade license held by the company, or of any director, office or manager employed by the bidder.

I. Attach to this form, evidence that the contractor is utilizing a surety company which is on the United States Department of Treasury's Listing of Approved Sureties.

J. Provide a written statement of any federal, state or local tax liens or tax delinquencies owed to any federal, state or local taxing body in the last five years:

_____

_____

_____

_____

_____

K. Provide a written statement that individuals who will perform work on the public work project on behalf of the bidder will be properly classified as either (i) an employee or (ii) an independent contractor, under all applicable state and federal laws and local ordinances:

_____

_____

_____

**Refer to The School City of Hammond's "Policy to establish Responsible Bidding Practices"*

L. List all projects of similar size and scope of work that the bidder has performed in the State of Indiana within three (3) years prior to the date on which the bid is due.

_____

_____

_____

_____

_____

_____

_____

Print: _____

Signature: _____

Title: _____

**Refer to The School City of Hammond's "Policy to establish Responsible Bidding Practices"*

FORMS

SECTION 00 37 00 - STANDARD FORMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The purpose of this Section is to identify some of the forms that will be used in conjunction with the administration of this Project.

1.02 BIDDING FORMS

The following three (3) forms must be submitted with the Contractor's Bid. Failure to furnish any one of the forms can be cause for the rejection of the Contractor's Bid.

A. Bid Form (Form 96 format revised): See Section 00 31 00
   1. Non-Collusion Affidavit: Part of Bid Form
B. Bid Security: See Bid Bond - Section 00 41 00
C. Written Drug Testing Plan that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6.

1.03 CONTRACT FORMS

The following six (6) forms must be submitted and approved by the Construction Manager prior to acceptance and execution of the Agreement by the Owner.

A. Subcontractor and Material Suppliers List: See Section 00 43 50
B. Contract: See Section 00 50 00 - Agreement
C. Form of Bonds:
   1. Performance and Payment Bond (00 61 00)
D. Document 00 82 00 - Certificate of Insurance
E. IRS Form W-9, Request for Taxpayer Identification Number (end of this Section)
F. Wage Scale Affidavit: (end of this Section) - “Not Applicable”
G. Schedule of Wages (end of this Section)
H. E-Verify Compliance Affidavit (end of this Section)

1.04 ADMINISTRATIVE FORMS

Forms for monthly pay requests and the final pay request shall be acquired after the award of the Contract, by the Contractor.

A. Submittal Transmittal Record (see Section 01 33 00)
B. Look Ahead Schedule (see Section 01 32 00)
C. Receipt For Extra Stock (see Section 01 77 00)
D. Verification of Owner Training (see Section 01 77 00)

END OF SECTION 00 37 00

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person ►** **Date ►**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);

2. The United States or any of its agencies or instrumentalities;

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or

5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15.**

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for **9**
Broker transactions	Exempt recipients **1** through **13.** Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients **1** through **5**
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients **1** through **7** [2]

[1] See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: *See the chart on page 4 for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html**. You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov**.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN* ***or*** *that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

E-VERIFY COMPLIANCE AFFIDAVIT

The undersigned being duly sworn upon (his)(her) oath, now says that I, _____ (name), _____(position) at _____(business entity), do hereby state that _____(business entity) does not knowingly employ unauthorized aliens and participates in the E-Verify Program when it hires new employees to confirm their work eligibility.

I swear or affirm, under the penalties for perjury, that the foregoing statements are true.

_____

Signature of affiant (include title and name of business entity)

Name of Contractor	Schedule of Wages
PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

CRAFT	WORK CLASSIFICATION	WAGE RATE PER HOUR	FRINGE BENEFITS								LABOR BURDEN					TOTAL
			H&W	PENSION	TRAINING	CAPCI	SAP	CIPCCI	IUCSAT	OTHER	FICA	FUI	SUI	WC	OTHER	

NUMBER OF EMPLOYEES ON SITE: _____

SIGNATURE _____ TITLE _____ DATE _____

SECTION 00 41 00 - BID BOND

PART 1 - GENERAL

1.01 DESCRIPTION

The Bid Bond for this Project is the “Construction Management Edition, Bid Bond of the Contract for Construction", AIA Document A310, 2010 Edition, a copy of which is bound hereinafter.

END OF SECTION 00 41 00

AIA® 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.

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User Notes:

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

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SECTION 00 43 50 - SUBCONTRACTORS AND PRODUCTS LIST

PART 1 - GENERAL

1.01 DESCRIPTION

A. The two (2) low responsive Bidders in each Bid Category shall furnish electronically, the following Subcontractors and Products List to the Construction Manager within **two (2) working days (48 hrs.)** of bid opening, unless submitted with Bid. . The blanks appropriate to the Bid Category (ies) on which they bid shall be completed.

1. The Owner and Architect shall have the right to select any material or equipment named in the Specifications for any particular item where the Bidder either fails to list same or lists more than one name for the item in question.
2. It is intended that this list will show the manufacturer and supplier of major items of work that will be subcontracted and to whom.

1.02 INSTRUCTIONS FOR SUBCONTRACTORS AND PRODUCTS LISTS

A. Each Bidder shall submit a copy of his list of subcontractors and manufacturers of products and equipment proposed for work indicated as required above.

B. The list shall be submitted on forms provided and shall be completely executed. "As Specified" or "With Equipment" type of terminology will not be accepted.

C. Under "Subcontractor", insert the name of the firm which the Bidder proposes to have perform the respective work. If work will be done by the Prime Bidder and no subcontract will be awarded, state "By Own Forces".

D. Submission does not constitute acceptance for use of listed manufacturers' products. Materials and subcontractors are subject to the provisions of the General Conditions and "Standard of Product Acceptability" and must be formally reviewed and adjudged acceptable by the Architect/Engineer.

E. Engineer, Architect and Owner reserve the right to reject submissions of materials, work, or subcontractors that do not, in their opinion, meet the requirements of Drawings, Specifications or job conditions.

F. Materials and subcontractors used for work on the Project shall be in accordance with accepted material list.

1. The list is intended to assure use of materials and vendors acceptably equivalent to those specified and is not a substitution sheet or complete listing of required materials or services.

2. Substitutions for listed items will not be allowed, except when termed acceptable, in writing by the Architect/Engineer, provided that substitution will result in a cost savings to the Owner, determined by the Owner to be a better product, or is made necessary due to unavailability of listed item. Unavailability shall be confirmed in writing by manufacturer named on accepted list.

1.03 CIVIL AND ARCHITECTURAL WORK SUBCONTRACTORS AND PRODUCTS LIST

BID CATEGORY NO._____

(Insert Category No. and Name)

NAME OF BIDDER_____

The undersigned hereby submits the following Subcontractors and Products List which becomes a part of the undersigned Contract proposal. Subcontractor purchased material, equipment, and labor shall be under the direct management and control of the Prime Contractor. If a dual listing of manufacturers and subcontractors is herein made, it is understood the Architect/Engineer (not the Contractor) will select the manufacturer or subcontractor of his choice.

CIVIL AND ARCHITECTURAL WORK

Division 02 - Existing Conditions		Subcontractor	Product Manufacturer
02 41 16	Structure Demolition		

Division 03 - Concrete		Subcontractor	Product Manufacturer
03 30 00	Cast-In-Place Concrete		

Division 05 - Metals		Subcontractor	Product Manufacturer
05 12 00	Structural Steel Framing		
05 21 00	Steel Joist Framing		
05 31 00	Steel Decking		

Division 07 – Thermal and Moisture Protection		Subcontractor	Product Manufacturer
07 17 00	Bentonite Waterproofing		

Division 31 - Earthwork		Subcontractor	Product Manufacturer
31 10 00	Site Clearing		
31 20 00	Earth Moving		
31 23 19	Dewatering		
31 50 00	Excavation Support and Protection		

Division 32 - Exterior Improvements		Subcontractor	Product Manufacturer
32 12 16	Asphalt Paving		
32 13 13	Concrete Paving		
32 13 73	Concrete Paving Joint Sealants		
32 31 13	Chain Link Fences and Gates		
32 92 00	Turf and Grasses		

Division 33 - Utilities		Subcontractor	Product Manufacturer
33 41 00	Storm Utility Drainage Piping		
33 46 00	Subdrainage		

Name of Bidder:	Date:
Address:	
City/State/Zip:	
Telephone:	
By:	

1.04 MECHANICAL WORK SUBCONTRACTORS AND PRODUCTS LIST

BID CATEGORY NO._____
(Insert Category No. and Name)

NAME OF BIDDER_____

The undersigned hereby submits the following Subcontractors and Products List which becomes a part of the undersigned Contract proposal. Subcontractor purchased material, equipment, and labor shall be under the direct management and control of the Prime Contractor. If dual listing of manufacturers or subcontractors is herein made, it is understood the Architect/Engineer (not the Contractor) will select the manufacturer or subcontractor of his choice.

MECHANICAL WORK

Division 22 – Plumbing		Subcontractor	Product Manufacturer
22 11 13	Facility Water Distribution Piping (Site)		
22 13 13	Facility Sanitary Sewers (Site)		
22 13 23	Sanitary Waster Interceptors		

Plumbing Fixtures: Manufacturer:

a)_____ _____

b)_____ _____

c)_____ _____

d)_____ _____

e)_____ _____

Name of Bidder:	Date:
Address:	
City/State/Zip:	
Telephone:	
By:	

END OF SECTION 00 43 50

SE2CTION 00 50 00 - AGREEMENT

PART 1 - GENERAL

1.01 DESCRIPTION

The Agreement shall be the "Construction Management Edition, Standard Form of Agreement between Owner and Contractor", AIA Document A132 - 2009, a draft copy is included herein, and which when executed, will become a part of the Contract Documents of the successful Bidder.

END OF SECTION 00 50 00

AIA® Document A132™ – 2009

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

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

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

School City of Hammond and
Hammond Multi-School Building Corporation
41 Williams Street
Hammond, IN 46204

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

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

New Hammond Middle/High School - Bid Package 1
5926 Calumet Ave.
Hammond, IN 46320

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

The Skillman Corporation
8006 Aetna Street
Merrillville, IN 46410

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

Schmidt Associates
415 Massachusetts Ave.
Indianapolis, IN 46204

The Owner and Contractor agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others, including all work incidental or reasonably inferable by the Contractor necessary to produce the results indicated by the Contract Documents.

BID CATEGORY NO. __ - _____

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be 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.)
(Paragraphs deleted)

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

§ 3.3 The Contractor shall promptly commence and diligently prosecute the Work and achieve Substantial Completion of the entire Work not later than _____ (___) days from the date specified in the notice to proceed (the "Contract Time") and Final Completion of the entire Work not later than _____ (___) days from the date specified in the notice to proceed.
(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.)
(Paragraphs deleted)

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

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(Paragraphs deleted)
Contract, the Contract Sum _____ Dollars ($_____), subject to additions and deletions as provided in the Contract Documents.
(Paragraphs deleted)
§ 4.2 The Contract Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

BID CATEGORY NO. __ - _____

BASE BID: $_____

ALTERNATES: $_____

TOTAL AGREEMENT: $_____

* Sales Tax Exempt. The Owner's Sales Tax Exempt Number is _____

§ 4.2.3 Unit prices, if any: Not Applicable
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.2.4 Allowances included in the Contract Sum in accordance with Contract Documents & Specification Section 012100 - Allowances, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance

4.3 The Contractor has taken into account the level of completeness of the Contract documents and has exercised the best skill and efforts of the Contractor to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries of the Owner to clarify the Contract Documents as necessary to calculate and establish the Contract Sum, the Contract Time and Milestone Dates.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon recommendation of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall

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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.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the ___day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than 45 days later. If an Application for Payment is received by the Construction Manager after the application date fixed above, the Application for Payment shall not be considered submitted until the next month's submittal due date.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

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

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. In addition to other required items required by the Contract Documents or the Owner, each Application for Payment shall be accompanied by an executed lien waiver from the Contractor, all in form and substance satisfactory to the Owner.

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

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

.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 five percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The Owner shall have the option, but not the obligation, to reduce retainage or release a portion of retainage prior to the date required by the Contract Documents. Any exercise of this option, however, shall not be a waiver of (1) any of the Owner's rights to retainage in connection with other payments to the Contractor, or (2) any other right or remedy of the Owner.

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5.1.4.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to Subcontractors or suppliers for materials or equipment which have not been delivered and securely stored at the Project site.
(Paragraphs deleted)

§ 5.2 Final Payment

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of the amended General Conditions, and to satisfy other requirements, if any, which extend beyond final payment;

.2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 60 days after the Owner's final acceptance of the Work.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Owner will serve as Initial Decision Maker pursuant to Section 15.2 of the amended General Conditions.
(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 the amended General Conditions, 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.)
(Paragraph deleted)

[**X**] Litigation in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in the amended General Conditions included in the specifications.

§ 7.1.2 The Work may be suspended by the Owner as provided in the amended General Conditions included in the specifications.

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

(Paragraphs deleted)

§ 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:

8.6.1 This Project (is not) (is) exempt from State Sales Taxes

8.6.2 Contractor shall comply with Indiana Code 5-16-13 Requirements for Contractors on Public Works Projects including but not limited to qualification through the Indiana Department of Administration of the contractor and its subcontractors, sub-subcontractors and sub-sub-subcontractors.

8.6.3 At the discretion of the Contractor an escrow account may be established and maintained in compliance with the requirements of the laws that require the withholding of retainage by the Owner. Should the Contractor elect to establish an escrow account the financial institution and/or escrow agent shall be selected by mutual agreement between the Contractor and the Owner. If the Contractor fails to establish an escrow with the Owner within 30 days of award of the contract the Owner will just hold retainage without the benefit of escrow.

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8.6.4 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as a material inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution of the Agreement, any termination of the Agreement and the final completion of the Work:

.1 The Contractor and, to the best of the Contractor's knowledge, its Subcontractors, are financially solvent, able to pay all debts as they mature and are possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
.2 The Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;
.3 The Contractor is authorized to transact business in the State and locale of the Project and is properly licensed by all necessary authorities having jurisdiction over it, the work and the Project;
.4 The Contractor's execution of this Agreement is within its duly authorized powers; and
.5 The Contractor is a sophisticated contractor which possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project and will perform the Work with the care, skill and diligence of such a contractor.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, the amended General Conditions of the Contract.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
(Table deleted)
Identified in Exhibit A to this Agreement
§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

(Paragraphs deleted)
.1 Other documents, if any, listed below:

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(List here any additional documents which are intended to form part of the Contract Documents. The amended General Conditions included in the specifications 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.)

Pre-Award Conference Minutes
E-Verify Compliance Affidavit
Schedule of Wages

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the amended General Conditions included in the Specifications.
(Bonding requirements, if any, and limits of liability for insurance are stated in Article 11 of the amended General Conditions included in the Specifications.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	(Printed name and title)

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STATE OF)
) **SS:**
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State this ___ day of _____, 20__, personally appeared _____ personally known to me to be _____ of _____ and acknowledged the execution of the foregoing Agreement for and on behalf of the Owner.

WITNESS my hand and notarial seal.

_____
(Written Signature)

_____
(Printed Signature)
Notary Public

My commission expires:_____

My county of residence is:_____

STATE OF)
) **SS:**
COUNTY OF)

Before me, the undersigned, a Notary Public in and for said County and State this ___ day of _____, 20__, personally appeared _____ personally known to me to be _____ of _____ and acknowledged the execution of the foregoing Agreement for and on behalf of the Owner.

WITNESS my hand and notarial seal.

_____
(Written Signature)

_____
(Printed Signature)
Notary Public

My commission expires:_____

My county of residence is:_____

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SECTION 00 61 00 - PERFORMANCE AND PAYMENT BOND

PART 1 - GENERAL

1.01 DESCRIPTION

The Performance and Payment Bond for this Project are the AIA Document A312, 2010 Edition, a copy of which is bound hereinafter.

END OF SECTION 00 61 00

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

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

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

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

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.

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(1635219015)

§ 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.

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§ 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.

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§ 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:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

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

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

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

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.

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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§ 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.

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§ 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:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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CONDITIONS

SECTION 00 70 00 - GENERAL CONDITIONS

PART 1 - GENERAL

1.01 DESCRIPTION

The amended General Conditions for this Project is AIA Document A232 - 2009, a copy of which is bound hereinafter.

END OF SECTION 00 70 00

AIA® Document A232™ – 2009

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

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

New Hammond Middle/High School - Bid Package 1
5926 Calumet Ave.
Hammond, IN 46320

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

The Skillman Corporation
8006 Aetna Street
Merrillville, IN 46410

THE OWNER:
(Name, legal status and address)

School City of Hammond and
Hammond Multi-School Building Corporation
41 Williams Street
Hammond, IN 46320

THE ARCHITECT:
(Name, legal status and address)

Schmidt Associates
415 Massachusetts Ave.
Indianapolis, IN 46204

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.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment transportation, and services incidental thereto provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

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

(Paragraph deleted)

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The Contractor shall promptly call to the attention of the Owner, the Construction Manager and the Architect any discrepancies or inconsistencies in the Drawings or Specifications that affect its Work. In the event of discrepancies or inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes and ordinances, the Contractor shall (1) provide the better quality or greater quantity of

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Work, or (2) comply with the more stringent requirement. Figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale drawings, and drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not in the Specifications, or vice versa, shall be considered as part of the Work, the same as though included in both. The Work to be undertaken by the Contractor shall include all incidental work necessary for the completion of the Project even though it may not be specifically described in the Specifications or Drawings.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. When a duplication of labor, material or equipment occurs in the Drawings or the Specifications by assignment of work to separate Contractors, each Contractor shall be deemed to have bid on the basis of providing such labor, material and equipment and the Construction Manager shall decide which Contractor(s) shall provide the same, with appropriate adjustment to the Contract Sum.

§ 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 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other association standard, the Contractor shall present an affidavit from the manufacturer when requested by the Owner or required by the Contract Documents, certifying that the product complies with the particular standard or specification. When requested by the Owner or the Construction Manager or required by the Contract Documents, support test data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Contract or if accepted as a change in the Work in accordance with the Contract Documents.

§ 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.

1.4.1 The terms "knowledge," "recognize," and "discover," and their respective derivatives, when used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising reasonable care and skill.

1.4.3 The phrase "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of a contractor by the Contract Documents.

1.4.4 The words "approved," "equal to" and "as directed", shall mean "to the satisfaction of the Construction Manager and/or Architect".

1.4.5 The words "products" and "materials" shall include all materials, goods, supplies, systems, and equipment.

1.4.6 The word "provide," including derivatives, shall mean to fabricate, transport, deliver, install, erect, construct, test, and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operation and use.

1.4.7 The words "repeatedly fails" and other similar expressions, as used in reference to the Contractor, shall mean any combination of acts and omissions that cause the Owner, Construction Manager or Architect to reasonably conclude

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that the Contractor will not complete the Work within the Contract Time, for the Contract Sum, or in compliance with the requirements of the Contract Documents.

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

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

§ 1.6 Transmission of Data in Digital Form

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

ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph deleted)

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; or (2) a change in the Work materially changes the Contract Sum. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

§ 2.2.3 The Owner may furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site, but information furnished by the Owner that is not identified as a Contract Document is for informational purposes only and the Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items justify an increase in the Contract Sum or relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

§ 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 necessary to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish the documents electronically and the Contractors shall subscribe and pay for their subscription to the software set forth by the Owner to manage the plans and specifications.

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

2.2.7 The Owner shall render decisions and give approvals to the extent required by the Contract Documents. Before performing the Work, the Contractor shall inform the Owner in writing of any information that is necessary for the Contractor's performance of the Work. The Owner's approval or acceptance of, or payment for, any of the Work shall not be construed or operate as a waiver of any right under the Contract or of any cause of action arising out of the performance of the Contract.

§ 2.3 Owner's Right to Stop 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 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. The Contractor shall not be entitled to an increase in the Contract Sum for or on account of orders for work stoppage if given in good faith.

§ 2.4 Owner's Right to Carry Out Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within forty-eight (48) hours after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If such default or neglect results in an emergency or a threat to person or property, the Contractor shall immediately commence to correct such default or neglect upon receipt of written or oral notice.

2.5 Extent of Owner Rights

2.5.1 The rights stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner granted in the Contract Documents or at law or in equity.

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located, but references to "the Contractor" shall be understood as referring to each Contractor and/or Multiple Prime Contractors. The Contractor shall designate a single representative assigned to the Project who shall be responsible for attending all weekly and other meetings, monitoring schedules and coordinating all activities. The Contractor's representative shall have the authority to commit and bind the Contractor. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitations (1) the location, conditions, layout and nature of the Project site and surrounding areas, (2) general prevailing climatic conditions, (3) anticipated labor supply and costs, and (4) availability and cost of materials, tools and equipment. Neither the Owner nor the Construction Manager assume any responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site; these are solely the responsibility of the Contractor. The Owner shall make no adjustment to the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with this Subparagraph.

.1 The exactness of existing grades, elevations, dimensions and locations given on the Drawings or any document issued by the Construction Manager, the Architect or the Owner, or the work installed by separate contractors, is not guaranteed by the Architect, the Construction Manager, or the Owner.

.2 Mechanical and electrical drawings are diagrammatic only; actual Work shall be installed from approved shop drawings with all measurements obtained at the Project site by the Contractor.

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

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities relating to design (but not means, methods, techniques, sequences and procedures), but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require. If additional instructions from the Architect are necessary for the proper execution of the Work, the Contractor shall make a written request for the Architect's interpretation as provided under Article 4. The Work shall be executed in conformity with the Architect's additional instructions and the Contractor shall refrain from any Work relating thereto until the Contractor has received the Architect's additional instructions.

§ 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 relating to design (but not means, methods, techniques, sequences and procedures).

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§ 3.3 Supervision and Construction Procedures

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

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

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

3.3.4 Within fifteen (15) days after Preconstruction Meeting, the Contractor shall assemble all necessary information and data discussed with the Owner, Architect, and Construction Manager during the post-bid meetings as identified in the Information to Bidders, and submit updated information from those meetings as well as the following:

.1 A Schedule of Values in the format and detail required by the Construction Manager.

.2 The Contractor's safety program, including Hazcom Program.

.3 A complete and detailed submittal schedule.

3.3.5 The Contractor shall furnish to the Construction Manager and the Architect periodic progress reports on the Work in such form as requested by the Construction Manager, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit. Regularly scheduled progress meetings shall be held weekly, unless otherwise directed.

§ 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, all direct jobsite (or "General Conditions") costs, 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. The Contractor shall provide, maintain, and remove all temporary offices, structures, sheds and storage facilities and all related utilities, gas, telephone, water and restore all areas to their original or intended use to the satisfaction of the Owner. Storage areas for the use of the Contractor shall be designated by the Construction Manager. No materials or products shall be stored except in areas approved by the Construction Manager.

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall remove from the Project any person or entity under the Contractor's control which the Construction Manager or the Owner considers unsatisfactory. The Contractor shall assure harmonious labor relations to prevent delay, disruption or interference to the Project, and shall prevent strikes, slowdown, work interruptions, jurisdictional disputes and other labor disputes relating to the Work. The Contractor shall require its Subcontractors, material suppliers and other such persons or entities to agree to the provisions of this

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Section and if any of them fail to fulfill any of the covenants set forth in this Section, the Contractor shall be deemed to be in default under the Contract Documents.

3.4.4 Materials and equipment shall conform to manufacturers' standards and shall be installed in strict accordance with the manufacturers' latest directions. The Contractor shall, if required by the Owner, the Construction Manager or the Architect, furnish satisfactory evidence as to the kind and quality of any materials.

3.4.5 The Contractor shall pay all royalties and license fees relating to the Work.

§ 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit and shall be performed in a workmanlike manner and comply with all applicable laws, building codes, rules and regulations. Products incorporated into the Work shall be fit for the purpose for which they are intended and shall be merchantable. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Upon notice from the Owner or the Construction Manager, the Contractor shall, within forty-eight (48) hours following notice from the Owner, Architect or Construction Manager, correct and cure, at the Contractor's expense, all defects and non-conformance in the Work.

3.5.1 If, within one year after the date of Substantial Completion of Work, or by the terms of a special warranty required by the Contract Documents, any of the Work is found to be defective or non-conforming with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner. The Contractor's warranty excludes defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, and improper or insufficient maintenance and abuse. This warranty is in addition to all special or extended warranties required by the Contract Documents or otherwise received from the Contractor or any Subcontractor, material supplier or manufacturer. The one-year period for correction of defective or non-conforming Work does not constitute a limitation period with respect to the enforcement of the Contractor's other obligations under the Contract Documents and the foregoing warranty shall not affect, limit or impair the Contractor's responsibility for defects in the Work which do not appear within the applicable warranty period. Neither the acceptance of the Work nor any payment shall constitute a waiver of any claims against the Contractor for defective or nonconforming Work, whether latent or apparent, or otherwise act to release or discharge the Contractor from liability.

3.5.2 The Contractor shall indemnify the Owner, the Construction Manager and the Architect against all claims, damages and expenses, including attorney's fees, incurred by the Owner, the Construction Manager or the Architect as a result of the Contractor's failure to abide by its warranty obligations.

§ 3.6 Taxes

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

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the general building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work. As soon as practicable following commencement of the Work, the Contractor shall furnish the Owner with copies or certificates of all permits and licenses obtained, fees paid and inspections necessary for the proper execution and completion of the Work. All connection charges, assessments, and inspection fees imposed by any governmental agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

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§ 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. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality or other public or private body with jurisdiction over the Project and shall prepare all applications, supply all necessary documentation, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for approvals for street closings, parking meter removal, and other similar matters as may be necessary or appropriate for the 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 Contract Sum shall be equitably adjusted by Change Order, but only if the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. Any surveys and other documents describing the physical characteristics, legal limitations or utility locations for the Project site that are not identified as Contract Documents are for informational purposes only and the Owner shall not be liable for inaccuracies or omissions therein, nor shall any inaccuracies or omissions in such items relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features under Sections 3.7.4 and 3.7.5 shall be made as provided in Article 15.

§ 3.8 Allowances

(Paragraphs deleted)

§ 3.8.3 Where allowances are required, they will be incorporated in Section 012100 – Allowances. References to Paragraph 3.8 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

§ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Superintendent shall be satisfactory to the CM and the Owner, and the CM and Owner shall have the right to require the Contractor to remove a Superintendent from the Project whose performance is not satisfactory, and replace the Superintendent with a Superintendent who is satisfactory to the CM and Owner. The Contractor shall not replace the Superintendent without the consent of the CM and the Owner, except with another Superintendent who is satisfactory to the CM and Owner.

(Paragraph deleted)

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, within fifteen (15) days of the Pre-Construction Meeting, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval, a Contractor's Construction Schedule for the Work. Such schedule shall not exceed time limits current under the Contract Documents, shall conform to the Project Schedule, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall

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be related to the entire Project Schedule and shall provide for expeditious and practicable execution of the Work. The Contractor's schedule shall include a detailed breakdown of the planned duration, start date and completion date for each activity and estimated dates for delivery of submittals, materials and products.

§ 3.10.2 The timing of all Work and material and equipment deliveries shall conform to the Project Schedule. The Construction Manager shall have the right to modify the Project Schedule to vary the sequence or suspend, delay, or accelerate the commencement or execution of the Work. The Contractor shall transfer its laborers to such points as directed by the Construction Manager and execute such portions of the Work as may be required to enable other contractors to properly carry on their work without delay or interference.

§ 3.10.3 The Contractor shall prepare and keep current for the Construction Manager's and Architect's approval, a schedule of submittals which is coordinated with the Project Schedule and allows the Construction Manager and Architect reasonable time to review submittals.

§ 3.10.4 The Contractor shall conform to the most recent Project Schedule issued by the Construction Manager.

3.10.5 In the event the Construction Manger determines that the performance of the Work has not progressed, or likely will not progress, to the level of completion required by the Contract Documents, the Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) stacking trades, (3) expediting material deliveries, (4) supplying additional manpower, equipment, and facilities, and (5) other similar measures. Such corrective measures shall continue until the progress of the work complies with the state of completion required or anticipated by the Contract Documents. If the Contractor refuses to take such corrective measures as directed, the Owner may hire others to perform or supplement the Contractor's performance of the Work and deduct all associated costs from the Contract Sum.

§ 3.11 Documents and Samples at the Site
3.11.2 Refer to Section 01 77 00 – Closeout Procedure, for provisions on this subject. References to Paragraph 3.11 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

§ 3.12 Shop Drawings, Product Data and Samples
§ 3.12.1 Refer to Section 013300 – Submittal Procedures, for provisions on this subject. References to Paragraph 3.12 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

(Paragraphs deleted)
§ 3.13 Use of Site
3.13.1 Refer to Section 01 12 00 – Multiple Contract Summary, for provisions on this subject. References to Paragraph 3.13 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

(Paragraphs deleted)
§ 3.14 Cutting and Patching
3.14.3 Refer to Section 01 73 10 – Cutting and Patching, for provisions on this subject. References to Paragraph 3.14 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

(Paragraphs deleted)
§ 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 from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Construction Manager may impose a $500 per day fine for each day the Contractor fails to clean up to the satisfaction of the Construction Manager. Refer to Specification Section 015690 – Housekeeping and Safety, for provisions on this subject. References to Paragraph 3.15 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

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

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

§ 3.18 Indemnification
§ 3.18.1 Contractor shall defend, indemnify and hold harmless the Owner or it's assignees, the Architect, The Skillman Corporation and their agents and employees from and against all claims, damages, causes of action, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused, or is alleged to have been caused, in whole or in part by any negligent act, omission or fault of contractor or any of contractor's subcontractors, anyone directly or indirectly employed by any of them or for anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the fault of a party indemnified hereunder. Contractor agrees that The Skillman Corporation shall be entitled to be defended hereunder by counsel of its own choosing.

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

3.19 Project Construction Wages
3.19.1 The Contractor shall pay wages not less than those established for the Project. Refer to Specification Section 008300 for the established wage for the Project.

3.19.2 The Contractor shall provide a schedule of wages with the Owner and Construction Manager prior to commencing work. The Schedule of Wages shall conform to the requirements set forth in Article 7.2.1 of these amended General Conditions.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER
§ 4.1 General
§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the Project Schedule.

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

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager. 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 except when necessary to confirm sums owed and payment to Subcontractors or material suppliers, when the Contractor fails to communicate with Subcontractors or material suppliers in an expeditious manner, and when otherwise provided in the Contract Documents. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces shall be through the Owner.

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

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization

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of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

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

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

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The list of names shall state specifically the portion of the Work to be performed or supplied by each and that person's or entity's contract sum for that portion of the Work. The failure of the Owner to object to any person or entity on the list within ten (10) days shall constitute notice of no reasonable objection. The Contractor shall not accept bids from, any person or entity to whom the Owner has a reasonable objection. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change,

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and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner, Architect, and Construction Manager of the proposed substitution of a Subcontractor a minimum of ten (10) days prior to the proposed change. The Owner may require the Contractor to change a Subcontractor or Sub-subcontractor previously approved and, if the Contractor is not in default, the Contract Sum shall be increased or decreased by the difference in the cost resulting from the change.

§ 5.3 Subcontractual Relations

By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, technical, administrative, procedural, legal and otherwise, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.1 Any portion of the Work performed by a Subcontractor shall be performed pursuant to a written subcontract between the Contractor and Subcontractor. The Construction Manager and the Architect assume no responsibility for reviewing, monitoring, or verifying activities or relationships involving Subcontractors and Sub- subcontractors.

5.3.2 The Contract Documents shall confer no benefit, right or remedy, either intended or incidental, upon any Subcontractor, design professional, sub-subcontractor, material supplier, equipment lessor or laborer to make claims against the Owner, the Construction Manager or the Architect.

§ 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 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.

§ 5.4.2 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.

(Paragraph deleted)

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

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

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

§ 6.2 Mutual Responsibility

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

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities (to the extent permitted by Article 8), damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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7.1.4 A change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by an alteration of or addition to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.1.5 The form and content of all recurring documents (i.e. Change Orders, Proceed Orders, reports, and timesheets) may be designated by the Construction Manager, and the Contractor agrees to use such forms.

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

Within seven (7) days of receipt of a requested change, unless requested sooner by the Construction Manager, the Contractor shall advise the Construction Manager of the impact of the change, if any, upon the Contractor's Work, including any adjustment in the Contract Time or the Contract Sum. Failure to so advise the Construction Manager within the specified time period shall constitute a waiver of the Contractor's right to assert a Claim relating to the change.

7.2.1 For each change over $1,000.00, the Contractor shall furnish a detailed, written proposal itemized according to the pricing guidelines set forth below as a condition precedent to the Owner's consideration of a Change Order request. Any Subcontractor, sub-subcontractor and supplier pricing shall also be itemized according to these guidelines. All proposals shall be prepared in the categories and in the order listed below.

.1 Labor – All field labor shall be priced in compliance with Wage Determination for this Project, excluding labor burden which is covered under clause .2 below. The payroll is to be based on straight time only and is to include number of hours and rate of pay for each classification of work. If overtime is approved, the Contractor shall list only the straight time portion in this item.

.2 Labor burden – All established payroll taxes, assessments and fringe benefits on the labor under clause 1 above. This may include, but is not limited to, FICA, Federal and State Unemployment, Health and Welfare, Pension Funds, Worker's Compensation and Apprentice Fund. Each of the fringes shall be listed as a separate line item.

.3 Equipment rentals – All charges for non-owned heavy or specialized equipment at up to 100% of the documented rental cost. No rental charges will be allowed for hand tools, minor equipment, scaffolds, etc. Downtime due to repairs, maintenance and weather delays will not be allowed.

.4 Owned equipment – All charges for owned, heavy or specialized equipment at up to 100% of the cost listed by the Associated Equipment Dealers Blue Book. No recovery will be allowed for hand tools, minor equipment, scaffolds, etc. Downtime due to repairs, maintenance and weather delays will not be allowed.

.5 Trucking – A reasonable delivery charge or per mile trucking charge for delivery of required materials or equipment. Charges for use of a pickup truck will not be allowed.

.6 Overhead – Includes telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, and bits, home office estimating, clerical and account support, home office labor, travel and parking expenses.

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.7 Materials – All materials purchased by the Contractor and incorporated into the changed Work, showing costs, quantities, or Unit Prices of all items, as appropriate. Reimbursement for material costs shall only be allowed in the amount of the Contractor's actual cost including any and all discounts, rebates and related credits.

.8 Miscellaneous – The following items are allowable with no overhead and profit:

.1 The cost of extending the Bond and the cost of extending commercial general liability, builder's risk and specialty coverage insurance.

.2 The premium portion only for approved overtime (labor and labor burden). The straight time portion is included in clauses .1 and .2 above.

.3 Fees for permits, licenses, inspections, tests, etc.

.9 Costs which shall not be reimbursed for changed Work include the following:

.1 Employee Retirement and Profit Sharing Plans, regardless of how defined or described.

.2 Voluntary Employee Deductions.

.10 The cost of the Contractors' overhead and profit on Change Orders shall be:

.1 For extra Work completed by the Contractor with his own labor, 10 percent shall be added to Items .1, .2, .3, .4, .5, and .7 of Subparagraph 7.2.1 as an allowance for overhead and profit.

.2 For extra Work completed by Subcontractors of the Contractor, 5 percent shall be added to Items. .1, .2, .3, .4, .5, and .7 of Subparagraph 7.2.l as an allowance for overhead and profit.

7.2.2 As an alternative to a lump sum Change Order proposal, the Owner may elect to have changed Work performed on a cost-plus basis. Upon issuance of a Proceed Order, the Contractor shall perform such authorized changed work at actual cost of the changed work with an agreed percentage fee and "do-not-exceed" price for the changed work to be performed. Such directions to the Contractor shall be confirmed in writing by the Construction Manager. The Owner shall not be liable for any charges in excess of the do-not-exceed price. Daily timesheets of all Contractor's employees and Subcontractors working on the Project will be required to be submitted to the Construction Manager for both labor and equipment used by the Contractor for time periods during which changed Work is performed on a cost-plus basis. Daily timesheets must break down the paid hours worked by the Contractor's employees and Subcontractors showing both base contract Work as well as changed work performed by each employee. If such proposals are not received in a timely manner, if the proposals are not acceptable to the Owner, or if the changed Work should be started immediately to avoid damage or delay to the Project, the Owner, through the Construction Manager, may direct the Contractor to proceed with the changes without waiting for the Contractor's proposal or a formal Change Order to be issued.

7.2.3 The Owner, the Construction Manager and the Architect shall be permitted to review, audit and copy the Contractor's records relating to Change Order proposals, Change Orders and changed work (whether based on lump sum, unit prices, or costs) upon reasonable notice and during normal business working hours throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law. "Records" shall include any and all information, materials and data of every kind and character (hard copy as well as computer readable data) that may, in the Owner's, the Construction Manager's or the Architect's judgment, have any bearing on or pertain to the pricing of changed, added or deleted Work and the accuracy of the Contractor's representations regarding pricing and claims information submitted by the Contractor. If an audit or examination in accordance with this Section disclosed overcharges by the Contractor, the cost of the audit shall be immediately reimbursed by the Contractor in addition to the overcharges.

7.2.4 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct and indirect costs associated with such change, claims based on the cumulative impact of changes, and any and all other adjustments to the Contract

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Sum and the Contract Time.

§ 7.3 Construction Change Directives

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

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

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

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

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

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

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

§ 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. A Change Order signed by the Contractor conclusively establishes the Contractor's agreement therewith, including the adjustment in the Contract Sum and the Contract Time.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.2.1, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data.
(Paragraphs deleted)

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to

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be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

7.3.11 The Contractor shall not engage in the practice of inflating Change Order proposals or costs under Article 7 (generally known as buyouts) by submitting Subcontractor prices that are higher than the Contractor's actual known Subcontract costs. Each component of a Change Order proposal affecting the Contract Sum shall be supported by an underlying cost element and documentation evidencing actual costs. Where a Subcontract price has been obtained that is lower than what was submitted in an original Change Order proposal (for whatever reason or through whatever means), the Contractor shall pass along such savings to the Owner. If the lower price is obtained prior to the execution of a Change Order, such savings shall be incorporated into the proposed Change Order prior to execution. If a Change Order has already been executed, a deductive Change Order shall be issued to the Owner for the difference.

§ 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 affected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME
§ 8.1 Definitions
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

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

§ 8.2.2 The Contractor shall not, except by instruction of the Owner in writing, 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. The timing of all Work and material and equipment deliveries shall conform to the Project Schedule.

8.2.4 The Owner and the Construction Manager shall have the right to modify the Project Schedule to vary the sequence or suspend, delay, or accelerate the commencement or execution of the Work. The Contractor shall transfer its laborers to such points as directed by the Construction Manager and execute such portions of the Work as may be required to enable separate contractors to properly carry on their work without delay or interference.

8.2.5 If the Contractor should (1) fail, refuse or neglect to supply a sufficient number of workers or deliver materials or equipment with such promptness as to prevent delay in the progress of the Work; (2) fail to commence and diligently prosecute the Work and proceed to the point to which the Contractor should have proceeded in accordance with the Project Schedule in order to achieve Substantial Completion in accordance with the Project Schedule; or (3) fail to commence, prosecute, finish, deliver or install the different portions of the Work in accordance with the Project Schedule, the Construction Manager shall have the right to direct the Contractor to prepare a written plan, for the

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Owner's approval, to accelerate the Work to comply with the Project Schedule, including, without limitation, providing additional labor, expediting deliveries of materials and equipment, performing overtime and/or resequencing the Work, without an increase in the Contract Sum. Upon the Owner's approval of the acceleration plan, the Contractor shall accelerate the Work in accordance with the plan.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for the period of time lost on the critical path of the Project Schedule. The Contract Time shall not be extended due to inadequate construction forces or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to assure timely delivery.

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

§ 8.3.3 If the Project is delayed by any act or omission of the Contractor or any person or entity for whom the Contractor is responsible, or by acts, omissions, events, or occurrences that are not excusable to the Contractor pursuant to the terms of the Contract Documents, the Contractor shall (1) be assessed liquidated damages if provided for in the Contract, or (2) if liquidated damages are not provided for in the Contract, compensate the Owner for, and indemnify the Owner against, all damages, losses and expenses, including additional compensation of the Construction Manager and the Architect, and attorney's fees, proximately covered by such delay.

8.3.4 The Contractor shall be entitled to an increase in the Contract Sum, but only for and to the extent of an increase in the Contractor's General Conditions, caused by a delay to the critical path of the Project Schedule and caused by the Owner, a separate contractor, a suspension of the Work by the Owner, or a concealed or unknown condition under Sections 3.7.4 or 3.7.5, but only if the Contractor timely submits a written claim to the Owner in accordance with applicable provisions of Article 15. Otherwise, the Contractor's sole remedy for any delay in the commencement, prosecution, or completion of the Work, disruption to or interference with the performance of the Work, loss of productivity, or other similar claims, whether or not foreseeable, shall be an increase in the Contract Time unless caused by acts constituting intentional interference by the Owner or the Construction Manager or the Architect with the Contractor's performance of the Work where such acts continue after the Contractor's written notice to the Construction Manager of such interference. The Owner's or the Construction Manager's or the Architect's exercise of the right to make changes in the Work or to require the correction of damaged, defective or non-confirming Work shall not under any circumstances be construed as intentional interference. In no event shall the Contractor be entitled to any compensation or the recovery of any damages in connection with any such claims, including consequential or incidental damages, lost opportunity costs, impact damages, or other similar remuneration. If the Contractor submits a progress report indicating, or the Contractor otherwise expresses an intention to achieve, completion of the Work prior to any completion date required by the Contract or expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created, implied or permitted.

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

Within fifteen (15) days of the Preconstruction Meeting, or as otherwise required by Division 1 of the Project Manual, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require a complete billing breakdown on AIA Form G-703, or similar form provided by the Construction Manager, prepared in such form and supported by such data as the Construction Manager or the Architect may require. The form shall be divided in detail sufficient to identify specific divisions of the Work and shall be updated as required by the Construction Manager to reflect (1) description of Work (listing labor and material separately), (2) total value, (3) percent of the Work

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completed to date, (4) value of Work completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of Work Completed to date. Any breakdown that fails to include sufficient detail is unbalanced, or exhibits "front-loading" of the value of the Work, shall be rejected. Once approved by the Owner, these documents shall be used as the basis for the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect. Each subsequent Application for Payment must be accompanied by an updated billing breakdown. If a breakdown is approved and subsequently used but is later found improper for any reason, sufficient funds shall be withheld from future Applications for Payment to ensure an adequate reserve (exclusive of normal retainage) to complete the Work.

§ 9.3 Applications for Payment

§ 9.3.1 Based upon 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, notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. The Owner shall make progress payments to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The Application for Payment must be prepared in duplicate on AIA Form G-732 and G-703, or similar form provided by the Construction Manager, and shall indicate the percentage of completion of each portion of the Work as the end of the period covered by the Application for Payment. Each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Construction Manager and Owner: (1) A lien waiver and duly executed and acknowledged sworn statement showing all Subcontractors, sub-subcontractors, and suppliers, the amount of each Subcontract, the amount requested for any Subcontractor and supplier in the requested progress payment, and the amount to be paid by the Contractor from such progress payment; (2) executed lien waivers from all Subcontractors, sub-subcontractors, and suppliers establishing payment or satisfaction of payment of all amounts requested by the Contractor on behalf of such entities or persons in any previous Application for Payment; and (3) all information and materials required to comply with the requirements of the Contract Documents. Any detailed or supplemental information requested by the Construction Manager or the Architect shall be supplied by the Contractor.

§ 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 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, but payment to the Contractor for materials stored off site generally will not be recommended by the Construction Manager. Where circumstances indicate that the Owner's best interest will be served by payment for off-site storage, the Contractor shall make written request to the Construction Manager for approval to include such costs in the Contractor's next Application for Payment. The Contractor's request shall include the following information:

.1 A list of the fabricated materials (which shall be clearly identified), giving the place of storage together with copies of invoices and reasons why materials cannot be delivered to the Project site.

.2 Certification that the materials have been tagged for delivery to the Project and that they will not be used for another purpose.

.3 A letter from the Contractor's Surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibilities under the Contract Documents.

.4 Evidence of adequate insurance covering the material in storage which shall name the Owner as

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additional insured.

The costs incurred by the Construction Manager and Architect to inspect material in off-site storage shall be paid by the Contractor. 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. If payment is made for materials or equipment stored off-site, title shall pass to the Owner, but the Contractor shall remain fully liable for all such material and equipment until incorporated in the Project.

§ 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 (1) all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall 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, (2) the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, (3) the current payment shown is now due, (4) except as set forth in the Application for Payment, no additional amounts are due, (5) all amounts have been paid by the Contractor for Work for which previous payments have been received, (6) the Contractor has complied with and paid all amounts due under federal, state and local tax laws, including social security, unemployment compensation and worker's compensation laws, and (7) the remaining balance of the Contract Sum is sufficient to complete the Work free and clear of all liens and encumbrances.

§ 9.4 Recommendations for Payment

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

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

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project recommendation for payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project recommendation for payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding recommendation in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding a recommendation to the Contractors.

§ 9.4.4 The Construction Manager's approval of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and recommendation for payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's recommendation will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in

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accordance with the Contract Documents. The recommendation will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

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

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

§ 9.5 Decisions to Withhold Recommendation

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

.1 defective or non-conforming 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, services or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor or third parties who could make a claim against the Owner;

.6 reasonable evidence that the Work will not be completed within the Contract Time or a Milestone Date, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to comply with the requirements of the Contract Documents or carry out the Work in accordance with the Contract Documents.

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§ 9.5.2 When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld with the next Application for Payment that includes such amounts.

§ 9.5.3 The Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers, and the Owner may, but is not obligated to make direct payment on behalf of the Contractor to any Subcontractor, material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered, and charge such payment against the Contract Sum.

§ 9.6 Progress Payments

§ 9.6.1 The Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. If any payment claim or lien is made or filed with or against the Owner or the Project, the Contractor shall, within twenty (20) days of the filing of the lien or submission of the claim, satisfy, discharge or bond-off the claim or lien, cause the Owner to be dismissed from any action which may be brought in connection with the claim or lien, and compensate the Owner for, and indemnify the Owner against, any and all losses, damages, and expenses, including attorney's fees, sustained or incurred by the Owner.

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

§ 9.6.4 The Contractor shall pay for all labor, materials, equipment and services through the period covered by the previous payment received from the Owner, and shall furnish satisfactory evidence, including (as a condition precedent to payment) releases and lien waivers on forms provided by the Owner, to verify compliance with this requirement. The Owner has the right to request additional written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers' amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

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

§ 9.6.6 Any payment, including 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 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 (unless required by applicable law), 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 Owner does not pay the Contractor within fourteen (14) days of the date established in the Contract Documents the amount due to the Contractor under the Contract, the Contractor may, upon fourteen (14) additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses and other documents from any governmental authority having jurisdiction over the Project that are necessary for the beneficial occupancy and use of the Project.

9.8.1.1 Project Closeout includes those activities leading to Substantial Completion and Final Completion of the Work. Project Closeout activities and requirements are specified in Division 1, Section 017700 – "Contract Closeout" of the Manual. To administer and conduct Project Closeout, the Contractor shall indicate a designated value as specified in Division 1, Section 012800 – Schedule of Values of this manual.

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

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

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion 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, 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 Construction Manager has assigned to the Owner and Contractor the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final recommendation for payment or Project recommendation for payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final recommendation is due and payable. The Construction Manager's and Architect's final recommendation for payment or Project recommendation for payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits (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 in the form of AIA Document G706, "Contractor's Affidavit of Payment of Debt and Claims,", (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 in the form of AIA Document G707, "Consent of Surety Company to Final Payment," (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, (6) a certificate stating that no materials containing asbestos were incorporated into the Work, (7) all warranties, guarantees, record drawings, and other close-out documents required by the Contract Documents, and (8) such evidence as may be necessary to show that any out-of-state Subcontractor or supplier has fully met the requirements for payment of taxes as established by the laws of the state or local subdivision in effect at the time of final payment . 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 Final payment, including retainage or escrowed principal and escrowed income by the escrow agent, shall be paid to the Contractor no less than sixty (60) days following the date of Substantial Completion. If at that time there remain defective, non-conforming or incomplete items of Work, an amount equal to 200% of the value of each item as determined by the Construction Manager and Architect shall be withheld until said items are completed. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner may, upon application by the Contractor and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4

(Paragraphs deleted)

As a condition precedent to final payment, the Contractor shall furnish the Construction Manager, in form acceptable to the Construction Manager and the Architect, all warranties, operating manuals, and a complete set of record drawings with all field changes noted and, if requested by the Construction Manager, the Architect or the Owner, a signed affidavit verifying that the Work has been completed in accordance with the Contract Documents.

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§ 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 solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

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

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;

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

.4 construction or operations by the Owner or other Contractors

.5 excavations, trenches, buildings and grounds from all water damage, including the use of temporary drainage to keep excavations free of water

.6 benchmarks, monuments and other reference points affected by the Work, including re-establishment of benchmarks, monuments or other references point and the resetting of markers which are displaced or destroyed, all under the supervision of a licensed surveyor who shall furnish certificates of its work; and

.7 the structural components of the Project by assuring safe erection procedures and sequences and the use of temporary bracing, guys and tie-downs as may be prudent

The Contractor acknowledges that the safety of the Owner's students, employees, and guests is of the utmost importance. The Contractor shall take no action which would jeopardize the safety of the Owner's students, employees or guest and, shall take no action which would interfere with the Owner's activities, without the Owner's written approval.

§ 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. In addition, the Contractor shall comply with the safety requirement of Division 1 of the Specifications and other safety requirements and regulations set forth elsewhere in the Contract Documents.

§ 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. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property and improvements adjacent to the Project. Any damage to such property or improvements shall be promptly repaired by the Contractor. Without limiting the indemnity provisions contained elsewhere in the Contract Documents, the

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Contractor shall indemnify and hold the Owner harmless from and against any and all actions or damages resulting from damage to such property or improvements.

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

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

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents and who shall cooperate with the separate contractors to the extent necessary to promote Project safety. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect. A safety representative employed by the Owner or an insurer may, from time to time, conduct safety inspections and submit safety findings. The Contractor shall, at its expense, implement any abatement procedures recommended by such safety representative.

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

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

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume. By Change Order, the Contract Time shall be extended by the time lost to the critical path of the Project Schedule and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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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 not 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 Hazardous material shall not be used without the prior written consent of the Construction Manager. If hazardous material is of a type of which an employer is required by law to notify its employees, Subcontractors or anyone directly or indirectly employed by them, the Contractor shall, prior to the possible exposure to such substances, give written notice of the detailed chemical composition thereof to the Construction Manager. The Contractor, in addition to products banned as part of the Clean Air Act (40 CFR 60, Subpart M), shall not use or bring on site materials containing more than 1% asbestos by content. No materials marked as "MAY CONTAIN MINERAL FIBERS" shall be used in construction unless written results of microscopic examination by an AIHA or NVLP certified laboratory documenting the asbestos content at less than 1% by weight are provided to the Construction Manager and approved before installation. If materials containing more than 1% asbestos content are brought onto the Project site by the Contractor, the materials shall be removed in accordance with all applicable laws and precautions so as not to make fibers friable. Removal of materials containing more than 1% asbestos and replacement of such materials shall be at the Contractor's expense. Prior to Final Payment, the Contractor shall submit to the Owner a signed and notarized copy of the following statement: "I hereby certify to the best of my knowledge no asbestos containing material (ACM) above 1% content was used as a building material for this Project." 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.

10.3.7 A "hazardous material or substance" is any substance or material identified as hazardous under any federal state or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or cleanup.

§ 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 rating A+ VII, A VII or A- VII by A. M. Best and lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

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.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; which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis Form CG 00 01 12 07 or its equivalent including:

1. Premises' Operations (deleting X, C or U exclusions)
2. Products and Completed Operations (for a period of two (2) years after final payment by the Owner).
3. Contractual – including specific provisions for the Contractor's obligations under Paragraph 3.18.
4. Any auto
5. Broad Form Property Damage, including Completed Operations

.10 Contractor will require all subcontractors to provide same additional insured and waivers of subrogation as required of the Contractor in Section 11.1.2.

.11 Waiver of Subrogation is to be added to the Workers Compensation General Liability and Automobile Liability in favor of the Owner, Architect and Construction Manager.

.12 The failure to provide the limits requested in this Section or any of the coverages required will not relieve the Contractor or its subcontractors or suppliers from their obligation to indemnify the Owner, Architect and Construction Manager, as per Article 3.18 Indemnification.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability shown on Specification Section 00 82 00, or required by law, whichever coverage is greater. Prior to starting work, the contractor shall furnish satisfactory evidence to Owner and The Skillman Corporation and to other parties upon request, that the contractor has insurance as required by the contract documents. All such insurance, including general liability and umbrellas/excess liability except Workers' Compensation/Employer's Liability, shall name Owner and or its assignee, Architect, The Skillman Corporation as additional insureds and shall provide primary coverage (including completed operations) for all claims and losses against Owner and or its assignee, Architect, The Skillman Corporation, including but not limited to, those claims that arise out of injuries to the employees of the contractor, employees of the contractor's subcontractors or injuries to third parties, from your work under this agreement, or as a result of the contractor's performance. Any other insurance in force for said additional insured shall not contribute in the payment of any claim made hereunder to the extent of the limits of liability afforded hereunder. Any coverage provided by Owner or its assignee, Architect, The Skillman Corporation shall be excess coverage. Additional insured coverage will be provided by ISO for CG 2010 11/85 or its equivalent. Contractor agrees that The Skillman Corporation shall be entitled to be defended hereunder by counsel of its own choosing.

§ 11.1.3 The Contractor shall submit to the Construction Manager an original Schedule of Insurance Requirements for their review and the Owner's approval prior to commencement of the Work. The form of certificate preferred is Acord 25 Schedule of Insurance Requirements. The Schedule of Insurance Requirements shall include each and every type of coverage specified. These certificates and the insurance policies required by this Section 11.1 shall contain a

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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. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.1.4 Furnish (one) original Schedule of Insurance Requirements specifically set forth evidence of all insurance required of the Contractor by this Article 11. The form of the Certificate shall be Acord 25 Schedule of Insurance Requirements. Furnish copies of any endorsements that are subsequently issued amending coverage or limits. Certificate Holder shall be listed as Porter County Board of Commissioners c/o The Skillman Corporation, 8006 Aetna Street, Merrillville, IN 46410.

§ 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. 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 Construction Manager, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 The property insurance purchased by the Owner shall be in the form and provide such coverage as selected by the Owner. The Owner will make the policy available for inspection and copying by the Contractor. This insurance is not intended and will not cover machinery, tools, and equipment, which will not be a permanent part of the project. The contractor shall bear the entire risk of loss with respect to such machinery, tools, and equipment.

§ 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 affect 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 Contractor makes a claim covered by the Builder's Risk or property insurance policy maintained in connection with the Project, the Contractor shall be responsible for, and shall permit the proceeds of its claim to be reduced by, the amount of the deductible required under the Builder's Risk or property insurance policy irrespective of the cause or nature of the occurrence giving rise to the claim.

The Deductible is $10,000.00.

§ 11.3.1.4 Unless otherwise provided in the Contract Documents, this property insurance shall not cover portions of the Work stored off the site, portions of the work in transit, or work under possession and control of the Contractor, but not yet incorporated into the permanent part of the project.

§ 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.

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11.3.1.6 Property insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as constructive equipment that may be on the Project site and the capital value of which is not included in the Work. The Contractor and Subcontractors shall make their own arrangements for any insurance it may require on such construction equipment. The Contractor waives all claims and all rights of subrogation against the Owner, the Construction Manager and the Architect for loss of damage to tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, equipment, materials, and supplies.

(Paragraph deleted)

§ 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 and the Construction Manager for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

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

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

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a Schedule of Insurance Requirements evidencing such 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 Waivers of Subrogation. If permitted by the Owner's insurance company without penalties the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner in good faith 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 and material suppliers 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 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

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

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. The amount of the bonds shall each be 100% of the Contract Sum. The costs of all bonds are included in the Contract Sum. The bonds shall meet all statutory requirements of the state in which the Project is located. Except as otherwise required by statute, the form of such bonds shall be the most recent edition of AIA Document A312. The bonds shall be executed by a responsible surety licensed in the state in which the Project is located and approved by the Owner and shall remain in effect for a period not less than one (1) year following the date of Substantial Completion or the Contractor's warranty period, which ever time period is longer. The Contractor 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 his or her power of attorney indicating the monetary limit of such power. Every bond must display the surety's bond number. A rider including the following provisions shall be attached to each bond. The Contractor shall keep the surety informed of the progress of, and changes in, the Work, and requests for reduction or release of retainage and for final payment. The surety shall agree that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of either the Owner or the Contractor to the other, shall not release the surety of its obligations, and notice to the surety of such matters is hereby waived. The surety shall agree that it is obligated under the bonds to any successor, grantee, or assignee of the Owner.

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct defective or non-conforming Work within two (2) days after receipt of written notice from the Owner, the Construction Manager or the Architect, the Owner may make good the deficiencies and the cost shall be charged to the Contractor. If payments due the Contractor are not sufficient to cover the cost, the Contractor shall pay the difference to the Owner.

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§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 or the Contract 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 and 3.5 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 affected whether or not final payment has been made. The acceptance of nonconforming Work by the Owner shall be by written Change Order, signed by the Owner's authorized representative. No other person or entity has authority to accept nonconforming Work.

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.

§ 13.2 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.

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§ 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 by facsimile with confirmed receipt, or electronic transmission.

§ 13.4 Rights and Remedies

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

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

§ 13.5 Tests and Inspections

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

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3 shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in its scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

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

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

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

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13.5.7 Neither the observations of the Architect nor Construction Manager in their administration of the Contract Documents, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor of its obligation to perform the Work in accordance with the Contract Documents.

§ 13.6 Interest

Unless otherwise expressly provided in the Contract Documents, payments due and unpaid under the Contract Documents shall bear no interest. If interest is expressly provided for in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall only accrue from and after the tenth (10th) day following the Owner's receipt of a notice containing an express statement by the Contractor of its intention to assess interest. In the event the Owner is entitled to withhold payment under the Contract Documents, or in the event of a good faith dispute between the Owner and the Contractor, no interest shall accrue.

§ 13.7 Time Limits on Claims

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or

.2 An act of government, such as a declaration of national emergency that requires all Work to be
(Paragraphs deleted)
stopped.

(Paragraph deleted)

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit on the Work performed, costs incurred by reason of such termination, and damages. Recovery by the Contractor of lost anticipated profits and other incidental or consequential damages are specifically excluded.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

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.4 otherwise is guilty of substantial breach of a provision of the Contract Documents;

.5 fails in any material respect to prosecute the Work according to Project Schedule or causes delay to, disruption of, or interference with the work of any other Contractor; or

.6 files bankruptcy or makes a general assignment for the benefit of creditors, or if a receiver is appointed over the Contractor.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, two days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

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

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby and the Owner's reasonable attorney fees, 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 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 upon forty-eight (48) hours written notice to the Contractor. The Contractor shall resume the Work as directed by the Owner or the Construction Manager. If the Project is resumed after being suspended for more than ninety (90) days, the Contract Sum shall be equitably adjusted.

(Paragraphs deleted)

§ 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.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, plus a reasonable markup for overhead and profit on Work performed. The Contractor shall make its records available for the Owner's, the Construction Manager's and the Architect's review. In the event any termination of the Contractor for default is later determined to have been improper, the termination shall automatically convert to a termination for convenience, and the Contractor shall be limited in its recovery strictly to the compensation provided for in this Section 14.4.3, 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 the Contractor 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 Contractor. This Article 15 shall not grant or enlarge upon the Contractor's right to make claims that are otherwise modified, disclaimed or waived by the Contract Documents.

§ 15.1.2 Notice of Claims. The Contractor shall make all claims for an increase in the Contract Sum or the Contract Time in accordance with the Contract Documents and in strict compliance with the procedures provided below. If the Contractor claims that it is entitled to additional sums or time, for any reason whatsoever, the Contractor shall give the Owner, the Construction Manager and the Architect written notice of the claim within ten (10) days after the occurrence giving rise to the claim or within ten (10) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. The notice of the claim shall set forth the circumstances giving rise to the claim, and to the extent reasonably available, facts, documents, backup data and other information supporting the claim and the relief sought. Failure by the Contractor to provide written notice of the claim shall result in a waiver of the claim. Within thirty (30) days after providing written notice of a claim, the Contractor shall submit complete support for the claim including, without limitation, documents, backup data and other information supporting the claim, the relief sought, and those persons with knowledge of the claim. No additional sums shall be paid to the Contractor, and no additional time shall be granted or recognized, unless the Contractor has received a written Change Order signed by the Owner, the Construction Manager and the Architect. VERBAL CHANGES OR EXTRAS SHALL NOT BE VALID OR ENFORCEABLE.

§ 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.

§ 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 In Section 15.1.2 shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided in Section 15.1.2 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

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.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.

15.1.7 The Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim, the Claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized by law to administer oaths and executed by an authorized representative of the Contractor which states stat: "This Claim complies with Article 15 of the General Conditions, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent Claim."

§ 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 Owner for initial decision. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to litigation 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 Owner with no decision having been rendered.

§ 15.2.2 The Owner will review Claims with the assistance of the Construction Manager and the Architect 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 Contractor, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise,

§ 15.2.3 In evaluating Claims, the Owner 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 Owner in rendering a decision. The Owner may request the Construction Manager or the Architect to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Owner requests the Contractor to furnish additional supporting data, the Contractor 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 Owner when supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 15.2.5 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.

§ 15.2.6 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.

(Paragraphs deleted)

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract if requested by the Owner shall be subject to mediation as a condition precedent to litigation.

§ 15.3.2 If requested by the Owner, the parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures 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 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.

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§ 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.

(Paragraphs deleted)

ARTICLE 16 EQUAL OPPORTUNITY

16.1 The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

16.2 The Contractor and Subcontractors shall, in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

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SECTION 00 82 00 – SCHEDULE OF INSURANCE REQUIREMENTS

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A

INSURED

INSURER B

INSURER C

INSURER D

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea. occurrence)	$500,000
		CLAIMS MADE x OCCUR				MED EXP (Any one person)	$15,000
						PERSONAL & ADV. INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$2,000,000
		POLICY X PRO-JECT LOC				PRODUCTS-COMP/OP AGG	$2,000,000
A	X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea. accident)	
		X ANY AUTO				BODILY INJURY (Per person)	$1,000,000
		ALL OWNED AUTOS					
		SCHEDULE AUTOS				PROPERTY DAMAGE (Per accident)	
		X HIRED AUTOS					
		X NON-OWNED AUTOS					
A	X	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$5,000,000
		X OCCUR CLAIMS MADE				AGGREGATE	$5,000,000
		DEDUCTIBLE					
		X RETENTION $10,000					
A		**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY**				X PER STATUTE OTH-ER	
		ANY PROPRIETORY/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? **If yes, describe under SPECIAL PROVISIONS below**				E.L. EACH ACCIDENT	$500,000
						E.L. DISEASE – EA EMPLOYEE	$500,000
						E.L. DISEASE – POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project: School City of Hammond - New Middle/High School. School City of Hammond Board of Trustees and the School City of Hammond and Hammond Multi-School Building Corporation, The Skillman Corporation, and Schmidt Associates is shown as Additional Insured on a primary/non-contributory basis on the Comprehensive General Liability, Commercial Auto Liability and Umbrella Policies, including a Waive of Subrogation.

CERTIFICATE HOLDER

School City of Hammond Board of Trustees
School City of Hammond and Hammond Multi-School Building Corporation
c/o The Skillman Corporation
8006 Aetna Street
Merrillville, IN 46410

CANCELLATION

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

AUTHORIZED REPRESENTATIVE (Signed or stamped signature)

RETAINAGE PUBLIC CONTRACTS

ESCROW AGREEMENT

(Contracts in Excess of $200,000)

THIS ESCROW AGREEMENT made and entered into this _____day of _____, 20__, by and between _____ (herein called Owner), _____, Contractor, (herein called Contractor), and _____as Escrow Agent, (herein called Escrow Agent) witnesseth:

WHEREAS, Owner and Contractor entered into a contract dated _____, 20__, providing for the construction by Contractor of a public building, work or improvement subject to the provisions of Section 153.63 ORC;

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called Retainage) and placed in an escrow account;

NOW, THEREFORE, it is agreed as follows:

1. Owner will hereinafter deliver or cause to be delivered to Agent the Retainage, to be held in escrow in accordance with the terms of this agreement.
2. The Escrow Agent shall invest all escrowed principal in obligations selected by the Escrow Agent The Escrow Agent may commingle the escrowed funds with funds held in other escrowed accounts.
3. The Escrow Agent shall hold the escrowed principal and income until receipt of notice from the board and the contractor specifying the part of the escrowed principal to be released from escrow and the person to whom that portion is to be released. Upon receipt of such notice, the Escrow Agent shall consider it a direction and remit the designated portion of escrowed principal as directed.
4. Upon receipt of notice by the board and the contractor the Escrow Agent shall remit the designated part of escrow principal and the same proportion of the then escrowed income to the person specified in the notice.

   Escrow Agent shall deduct, before any payment for income received hereunder, its fee as Escrow Agent, which fee shall in no event exceed _____ of said income earned.

   The Escrow Agent's fee shall be computed, subject to the aforesaid limitation as follows:

   _____of Income on the first _____ of Income

   _____ of Income on the next _____ of Income

   _____ of Income on the next _____ of Income

   _____ of Income on all Income in excess of____

   The minimum fee shall be _____per calendar quarter with total minimum for the life of the Agreement of _____ subject to the aforesaid limitations.
5. In event of controversy, the Escrow Agent shall pay over the net sum held by it hereunder as follows:

   (a) Payment by joint authorization: Upon receipt of a joint written authorization executed by the Contractor and the Owner, the Escrow Agent will make distribution in accordance with such written direction.

   (b) Payment by court order: In the absence of joint written authorization the Escrow Agent will make

SAMPLE

distribution in the manner directed by a certified or file stamped copy of a court order resolving the disputed claim or directing a specific distribution of all or any portion of said funds.

6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.

7. The duties and responsibilities of the Escrow Agent shall be limited to those expressly set forth herein, to hold such money and to pay and deliver to such person and under such conditions as herein set forth. Escrow Agent shall act in good faith using its best judgment. Escrow Agent shall not be liable for any act taken or omitted in good faith and shall be fully protected when relying on any written notice, demand, certificate or document which it believes to be genuine.

   (a) This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds.

SAMPLE

_____ _____

(Contractor) (Owner)

By:_____ By:_____

Address_____ Address_____

_____ _____

_____

(Escrow Agent)

By: _____

_____

(Printed Name and Title)

DIVISION I

SECTION 01 12 00 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of the Prime Contract, including amended General Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.02 SUMMARY

A. The intent of this Section is to indicate the Work required by the Contractors and to provide information regarding the duties, responsibilities, and cooperation required by the Contractors, with similar requirements for the subcontractors and suppliers.

B. Owners right to maintain current operations

C. Occupancy requirements

D. Work by Owner

E. Permits, fees, and notices

F. Labor and materials

G. Verifications of existing dimensions

H. Project security

I. Coordination of work

J. Time of commencement and completion

K. Schedule of contract responsibilities

1.03 WORK UNDER SEPARATE CONTRACTS

A. Prime Contracts are defined to include the following contracts described in the Schedule of Contract Responsibilities included hereinafter; and each is recognized to be a major part of the project, with Work to be performed concurrently and in close coordination with Work of other Prime Contracts.

B. The "Contract Documents," as defined in the General Conditions, include "the Drawings." Although Drawings are grouped and identified by classification of the Work, Contractors shall be responsible for their Work as specified herein and as

indicated on the Drawings. Although the majority of the Drawings are "to scale," Contractors are directed to use indicated dimensions for determining material quantities and for other reasons. No additional monies will be allowed due to Contractors using "scaling instruments" to determine material quantities or for other reasons.

C. Separate prime contracts will be awarded as per the **"Schedule of Contract Responsibilities"** (see Part 3 – Execution). Contractors shall include Work required by the Specifications and Drawings for each contract area defined in the Schedule.

D. Work for the complete construction of the Project will be under multiple prime contracts with the Owner. The Construction Manager will manage the construction of the Project.

E. Each Contractor shall be responsible for demolition and disposal of existing items relative to his Contract.

1.04 ADMINISTRATIVE RESPONSIBILITIES OF PRIME CONTRACTORS AND CM

A. The Construction Manager shall be responsible for the maintenance of the Construction Schedule and management of every phase of the Work.

1. Each Contractor shall read the Specifications and Drawings for other separate Contracts for fixed equipment and the like to be incorporated or attached or built in to the Work; and familiarize himself with the requirements and responsibilities of other Contracts to enable the required coordination and supervision.
2. Each Contractor shall also familiarize himself with other items to be incorporated into the Work including equipment and Work by the Owner.
3. Each Contractor shall cooperate with the Construction Manager in notifying him when the Work is at a stage to require the services of other Contractors and shall notify the Construction Manager in the event that such other Contractors do not carry out their responsibilities in connection with such notification.

B. Contractors shall cooperate with and assist the Construction Manager in the preparation of construction progress and procedures, schedule of product deliveries, and their effect on the overall project progress and completion. Other Contractors shall cooperate in getting their Work and the Work of their subcontractors completed according to the schedule as prepared and maintained by the Construction Manager. Each Contractor shall immediately notify the Construction Manager of a delay in delivery of products or the scheduled date of completion that may affect the total progress of construction.

C. The Owner will furnish the topographical survey, either as a part of these Drawings or separately, giving the general topographical lines existing at the site and the property lines.

D. Contractors required to make connections to existing utilities, especially sewerage where gravity flow occurs, shall verify grades and locations at points of such connections and shall notify the Construction Manager of circumstances which would adversely affect the proper flow or connection to such facilities.

1.05 PRIME CONTRACTORS USE OF PREMISES

A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and use by the public.
2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

B. Use of the Existing Building: Maintain the existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.06 OWNERS RIGHT TO MAINTAIN OPERATIONS

A. During the course of this Project, normal and customary functions and operations must be maintained. The Contract Documents are intended to define a strict separation between the school activities of students and staff from the activities of the construction project.

B. The Construction Manager, Architect, and Owner will not tolerate any visible or audible actions initiated or responded to by any employees of Contractors on this Project toward any students, teachers, or staff members at the school system. Violators shall be promptly removed from the site.

C. The Owner intends to instruct students, teachers, and staff to refrain from communications with Contractor's personnel working on this Project. All communication with Owner and staff shall be through the Construction Manager.

D. Contractors must expend their best effort toward protection of the health, safety, and welfare of occupants on the Owner's property during the course of Work on this Project.

1.07 OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction

operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. The Construction Manager will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
2. Party which obtained general building permit shall obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
3. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
4. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

1.08 WORK BY OWNER

A. The Owner intends to complete the following items of Work outside the provisions of these Contract Documents. Contractors shall not restrict or interfere with the Owner's right to the Project to accomplish this Work.

1. Equipment and furniture except as scheduled and specified under Divisions 11 and 12 and shown on the Drawings.
2. Items which may be deleted from Contracts for Work as required by the Contract Documents.
3. Existing school maintenance work.
4. The purchase and supplying of certain materials as noted in the Project Manual.
5. The Owner, under separate contract, shall provide removal of identified asbestos containing materials from the existing structure. The asbestos report is available through the Construction Manager upon request.

1.09 PERMITS, FEES, AND NOTICES

A. The Construction Manager will secure the general building permit for the Owner. Each Contractor shall secure and pay for other permits, governmental fees, and licenses necessary for the proper execution and completion of his Work, which are applicable at the time the bids are also received. Fees to relocate utilities on Owner's property shall be included in the bid of the Contractor doing the relocation.

1. State filing fees for plan approval are the responsibility of the Owner and will be paid by the Owner.

B. Utility Tie-Ins: Shall be arranged with local utility company and other involved parties for minimum interruption of service.

C. Shutdowns of existing systems shall be limited to minimum time required and scheduled with other involved parties. Provide 2 days written notice of shutdown to Construction Manager and Owner.

D. Inspections of installed work shall be performed by the governing authority as arranged for by the Contractor. Work shall not be covered until approved.

E. Each Contractor shall give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of his Work. If a Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Construction Manager in writing, and necessary changes shall be adjusted by appropriate notification. If a Contractor performs Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Construction Manager, he shall assume full responsibility therefore and shall bear the costs attributable thereto.

1.10 LABOR AND MATERIALS

A. Unless otherwise specifically noted, 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 the proper execution and completion of his Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

B. Each Contractor shall enforce strict discipline and good order among his employees or other persons carrying out Work of his Contract and shall not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.

C. Contractors and Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. Employees shall be properly and completely clothed while working. Bare torsos, legs and feet will not be allowed. Possession or consumption of alcoholic beverages or drugs, tobacco or other noxious behavior on the site is strictly prohibited. Violators shall be promptly removed from the site. Smoking is not permitted on school property or within school buildings.

D. Contractors will conduct criminal background checks (extent of and/or service to be used will be established by the Owner) on every employee assigned to work on the Project and clear them through the National Sex Offender Registry prior to their assignment to Project. Contractors will require the same of sub-contractors.

E. ID Badges will be issued by The Skillman Corporation upon receipt of verification from the Contractor that the employee/subcontractor employee or independent contractor has a satisfactory record to work on the Project.

F. Verify Compliance: Pursuant to I.C. 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (Program). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Also pursuant to I.C. 22-5-1.7, Contractor must execute an affidavit affirming that the Contractor does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with the Owner prior to the execution of this contract. This contract shall not be deemed fully executed until such affidavit is delivered to the Owner.

Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this provision the Owner shall require Contractor to remedy the violation not later than thirty (30) days after the Owner notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the contract for breach of contract. If Owner terminates the contract, Contractor shall be liable to the Owner for actual damages in addition to any other contractual remedies. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

Prior to performing any work, Contractor shall require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of this contract or project which is the subject of this contract. If Contractor determines that a subcontractor is in violation of this provision, Contractor may terminate its contract with the subcontractor for such violation. In Accordance with I.C. 5-16-13 Contractor must provide the E-Verify Case Number of every employee that works on the project. This requirement includes the contractor's subs and suppliers to the fourth (4th) tier.

G. The Owner is requiring that all contractors' personnel and their onsite employees (trade employees) and subcontractors submit an expanded history check through Safe Hiring Solutions, P.O. Box 295, Danville, IN 46122, 1-888-215-8296. (Contractor is responsible for the cost of this background check). This should meet with the Owner's approval prior to the employee starting work on the project. All contractors' personnel and employees once cleared for work will be issued a project identification badge that must be worn at all times while on site. All contractors will be expected to provide the required name, address, picture state driver's license or picture state

identification card information to The Skillman Corporation Site Manager no later than 24 hours in advance of the employee coming to work at the project site.

H. The new Public Works Law pursuant to Indiana Code 5-16-13 Requirements for Contractors on Public Works Projects enacted by the Indiana Legislator requires, in addition to requirements already in effect, contractors to comply with the following:

1. Tier 1 –General/Prime Contractors to self-perform 15% of their total Contract.
2. Qualification thru the Department of Administration or INDOT. For the bidders on State Projects and on State Projects more than $150,000 Qualification is required prior to bidding per IC 4-13.6-4. For work on Local Unit Government Projects qualification is only required on contracts of $300,000.
3. Include Written Drug Testing Plan that covers all employees of the bidder who will perform work on the public work project and meets or exceeds the requirements set in IC 4-13-18-5 or IC 4-13-18-6 with Bid.
4. Minimum Insurance Requirements $1M/occurrence $2M/aggregate. However, check your bidding requirements as the Owners may have higher limit requirements.
5. Mandatory enrollment in E-Verify by all contractors down to the 4th Tier Sub Contracts and must provide the case verification number of all employees working on the project.
6. Prohibits contractors down to the 4th Tier Sub Contract from paying employees in cash.
7. Requirement to retain payroll records for 3 years
8. All contractors down to the 4th Tier Sub Contract must comply with Fair Labor Act, Indiana's Workers Compensation and Unemployment Compensation Insurance.
9. Mandatory Training Requirements based upon number of employees.

Failure to comply may result in debarment from public works projects for up to 4 years.

I. All contractors down to the 4th Tier Sub Contract must maintain general liability insurance in at least the following amounts: Each Occurrence Limit of $1,000,000 and General Aggregate Limit of $2,000,000. Other requirements and limits may apply see specification section 00 08 20 - Schedule of Insurance Requirements.

1.11 CUTTING AND PATCHING

A. Refer to Section 01 73 10 – Cutting and Patching, for provisions on this subject.

1.12 VERIFICATIONS OF EXISTING DIMENSIONS

A. When verification of existing dimensions is required, the Contractor requiring said verification for the construction or fabrication of his material shall be the Contractor responsible for the procurement of the field information.

1.13 PROJECT SECURITY

A. Each Prime Contractor shall take all reasonable precautions to prevent injury, damage or loss to people and property in, on and adjacent to the project. This shall include not only their own work or property but that of other contractors and the Owner.

B. If deemed necessary by The Construction Manager a project wide security program may be developed for the purpose of preventing damage or loss at the project site or property adjacent thereto. Once accepted by the Owner, contractors shall comply.

1.14 SCHEDULE OF CONTRACT RESPONSIBILITIES - SCOPE

A. Contractors shall submit their proposals based on the work included under each contract area as listed herein. Include Work necessary for a complete project, as shown on the Drawings and called for in the Specifications.

B. Questions concerning the phasing or "Schedule of Contract Responsibilities" should be directed to the Construction Manager, who will be the interpreter and be responsible for this Schedule of Contract Responsibilities and Contract Breakdown, prior to submitting proposals and during construction.

C. The requirements of Division 1 are a part of the Work of each and every contract area. The Contractor for any one contract area shall be familiar with the Work and requirements of all other contract areas.

D. Certain Specification Sections describe Work to be performed under several contract areas. (Example: 06 10 00 - Rough Carpentry.) Provide Work of this nature as required for each contract area whether or not enumerated in the Schedule of Contract Responsibilities.

E. The following contract areas are broken down by Specifications Section conforming basically to the CSI format.

F. The Drawings and Specifications as furnished for each of the Contracts is for the convenience of the Contractor in preparing a proposal for this Project. However, each Contractor is responsible to review the complete set of Drawings and Specifications

to assure that Work required to be installed to complete his phase of the Work is included in his proposal. This "Schedule of Contract Responsibilities" is a definition of the work as it is to be bid in separate contracts. Where a specific item of Work is not defined, but is normally inherent to a trade, or is included in the scope of the applicable technical revision, it will be the responsibility of that Contractor to include the Work in his proposal.

G. This "Schedule of Contract Responsibilities" is to aid each Contractor in defining the Scope of Work to be included in his proposal. However, omissions from this "Schedule of Responsibilities" do not relieve the Contractor from including in his proposal that Work which will be required to complete his Contract. Each Contractor should read the "Schedule of Contract Responsibilities" completely to familiarize himself with the Work of other Contractors that may have Work in adjacent areas and to coordinate the interfacing problems that may occur as the work is assembled and constructed.

H. Where specific Work is to be completed under a particular phase of the Project and the Work is wholly or partially completed by other trades because of the type of work involved or jurisdictional trade agreements, the Contractor will be responsible to subcontract the Work as necessary to complete the Work included in his Contract. No delay in the Work will be allowed due to the failure of the Contractor to subcontract related work required by jurisdictional trade agreements.

1.15 COORDINATION OF WORK

A. Each Contractor is responsible to coordinate his Work with the Work of other trades and other Contractors and requirements of the school system. The Contractor must make space allowances for Work of other Contractors; provide necessary openings where indicated or implied by the Drawings and Specifications. Each Contractor is responsible to protect his own Work.

1.16 TIME OF COMMENCEMENT AND COMPLETION

A. The Contractor shall commence work within ten (10) days after being notified in writing to proceed and shall complete the Work within the time limitations established in the Form of Agreement.
   1. It is anticipated that construction will start within **(19)** calendar days after receipt of bids.
   2. Construction shall be complete within **(402)** consecutive calendar days, or earlier, after Notice to Proceed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SCHEDULE OF CONTRACT RESPONSIBILITIES

3.02 GENERAL REQUIREMENTS

A. PROVIDED BY OWNER THROUGH THE CONSTRUCTION MANAGER

Section	01 32 00	Schedules and Reports
Section	01 45 10	Testing Laboratory Services
Section	01 51 40	Temporary Telephone

B. PROVIDED BY ALL CONTRACTORS AS APPLICABLE

Section	01 12 00	Multiple Contract Summary
Section	01 21 00	Allowances
Section	01 25 00	Contract Modification Procedures
Section	01 28 00	Schedule of Values
Section	01 29 00	Applications for Payment
Section	01 31 00	Project Meetings
Section	01 32 00	Schedules and Reports
Section	01 33 00	Submittal Procedures
Section	01 40 00	Quality Requirements
Section	01 45 10	Testing Laboratory Services (Paragraph 1.05)
Section	01 50 50	Temporary Facilities and Controls
Section	01 52 10	Construction Aids
Section	01 54 60	Environment Protection
Section	01 54 80	Utility Protection
Section	01 56 30	Water Control
Section	01 56 90	Housekeeping & Safety
Section	01 59 20	Offices and Sheds
Section	01 60 00	Product Requirements
Section	01 72 50	Work Layout
Section	01 73 10	Cutting and Patching
Section	01 77 00	Contract Closeout

All Contractors shall provide their Superintendents with radios capable of handling multiple channels and compatible with radios used by the Construction Manager.

All Contractors shall subscribe to PlanGrid for use on this project. Number of users is up to the contractor, however, at a minimum your site personnel will be required to use this product to facilitate communication. PlanGrid will be used for the current construction documentation to include, current set, addenda, ASI, As Built Conditions, QA/QC, and Punch List. Visit the www.PlanGrid.com to determine subscription pricing. It is recommended that you have an office administrator to assist your field personnel. PlanGrid is a tool for the construction phase and will not be used for bidding. Visit www.skillmanplanroom.com for bid documents.

C. PROVIDED BY DESIGNATED CONTRACTORS

Section	01 51 10	Temporary Electricity, Lighting and Warning Systems
Section	01 51 50	Temporary Water
Section	01 51 60	Temporary Sanitary Facilities
Section	01 51 80	Temporary Fire Protection
Section	01 52 60	Rubbish Container
Section	01 53 10	Fences (Temporary Security)
Section	01 53 20	Tree and Plant Protection
Section	01 53 30	Barricades
Section	01 55 00	Access Roads and Parking Areas
Section	01 56 20	Dust Control
Section	01 56 80	Erosion Control
Section	01 57 60	Project Signs
Section	01 72 00	Field Engineering

3.03 BID CATEGORIES

A. BID CATEGORY NO. 1 - SITE WORK/UTILITIES

General Requirements in Paragraph 3.02.B above.

Section	01 51 50	Temporary Water
Section	01 53 10	Fences (Temporary Security)
Section	01 53 20	Tree and Plant Protection
Section	01 55 00	Access Roads and Parking Areas
Section	01 56 20	Dust Control
Section	01 56 80	Erosion Control
Section	01 57 60	Project Signs
Section	01 72 00	Field Engineering
Section	02 41 16	Structural Demolition
Section	22 11 13	Facility Water Distribution Piping (Site)
Section	22 13 13	Facility Sanitary Sewers (Site)
Section	22 13 23	Sanitary Waster Interceptors
Section	31 10 00	Site Clearing
Section	31 20 00	Earth Moving
Section	31 23 19	Dewatering (As Applicable)
Section	31 50 00	Excavation Support and Protection
Section	32 12 16	Asphalt Paving
Section	32 13 13	Concrete Paving
Section	32 13 73	Concrete Paving Joint Sealants
Section	32 31 13	Chain Link Fences and Gates
Section	32 92 00	Turf and Grasses
Section	33 41 00	Storm Utility Drainage Piping

Clarification No. 1:
Contractors are advised that the scope of work identified as **Bid Package No. 1** is a prerequisite to **Bid Package No. 2** which will be the entire balance of work required to complete construction of the New Middle/High School for Hammond. The **Bid Package No. 2** work is scheduled to start on or about March 2019. The Guideline Schedule indicates completion of certain critical activities that contractors for Bid Package No. 1 must accomplish. (Reference spec section 01 32 00 - Schedules and Reports). The Guideline Schedule also indicates some of the work in **Bid Package No. 3 and 4** for coordination with Bid Package No. 1 and 2. All **Bid Package No. 1** contractors will be required to coordinate their work with the work associated with the future **Bid Packages**.

Clarification No. 2:
The **Bid Category No. 1 Contractor** is to include in his bid, small tools and a total of 120 man-hours at a union laborer's pay rate (including all fringe benefits and payroll expenses) for work to be performed at the direction of the Construction Manager. At the end of the project, unused hours will be converted into a dollar amount per Wage Scale (including fringe benefits) and included as a deduct Change Order.

Clarification No. 3:
Soil investigation indicates unsuitable bearing materials at various building footprint locations and onsite. Column and wall footings are to bear on allowable soil pressure as indicated in the Contract Documents. Where this capacity cannot be achieved, the **Bid Category No. 1 Contractor** is responsible to remove 17,000 CY of soils (hauled off site) and replaced with engineered fill. At the end of the project, unexcavated yardages will be converted into a dollar amount and included as a deduct Change Order. This quantitative amount shall be a line item on the Schedule of Values and tracked on a monthly basis.

Clarification No. 4:
The **Bid Category No. 1** is responsible to provide and implement the SWPPP, maintain the project dewatering, temporary security fencing, and silt fencing per the erosion control plan. The **Bid Category No. 2** is responsible to provide, maintain, and dispose of the concrete washout area.

Clarification No. 5:
The **Bid Category No. 1** is responsible to remove any dirt and mud that is tracked on public roadways on a daily basis. The **Bid Category No. 1** is also responsible to remove snow from the existing school parking lot and the new south lot. Stock piling the snow on School premises will not be permitted and shall be removed offsite.

Clarification No. 6:
Private utilities locate will be required. The **Bid Category No. 1 Contractor** is to include in their bid, any costs associated to have a private utility locate company identify all utilities on the site outside the public utility boundaries.

Clarification No. 7:
Bid Category No. 1 Contractor is to provide all underground utilities (sanitary sewer, storm sewer, water lines, etc.) to within 5'- 0" of the building perimeter. The future **Bid Package Contractors** are to provide cleanouts and make final connections.

Clarification No. 8:

Regarding Specification 01 72 00 - Field Engineering, **Bid Category No. 1 Contractor** shall provide Field Engineering required for work on Site Drawings. The **Bid Category No. 2 Contractor** shall provide Field Engineering inside the building and at the exterior perimeter required for all work shown on Foundation and Structural Drawings including the Certified Survey. The **Bid Category No. 3 Contractor** is responsible to set setting plates to design elevations prior to steel erection.

B. BID CATEGORY NO. 2 - CONCRETE FOUNDATIONS

General Requirements in Paragraph 3.02.B above.

Section	01 51 10	Temporary Electricity, Lighting and Warning Systems
Section	01 51 60	Temporary Sanitary Facilities
Section	01 51 80	Temporary Fire Protection
Section	01 52 60	Rubbish Container
Section	01 72 00	Field Engineering
Section	03 30 00	Cast-In-Place Concrete
Section	07 17 00	Bentonite Waterproofing
Section	33 46 00	Subdrainage (As Applicable)

Clarification No. 1:

Contractors are advised that the scope of work identified as **Bid Package No. 1** is a prerequisite to **Bid Package No. 2** which will be the entire balance of work required to complete construction of the New Middle/High School for Hammond. The **Bid Package No. 2** work is scheduled to start on or about March 2019. The Guideline Schedule indicates completion of certain critical activities that contractors for **Bid Package No. 1** must accomplish. (Reference spec section 01 32 00 Schedules and Reports). The Guideline Schedule also indicates some of the work in **Bid Package No. 3, and 4** for coordination with Bid Package No. 1 and 2. All **Bid Package No. 1** contractors will be required to coordinate their work with the work associated with the future **Bid Packages**.

Clarification No. 2:

The **Bid Category No. 2 Contractor** is to include $30,000 in their bid for costs associated with the submittal website and document management subscription. Any unused amount will be credited back to the Owner as a deductive Change Order.

Clarification No. 3:

The **Bid Category No. 2 Contractor** shall provide the pipe sleeves in the foundation walls as indicated on the Contract Documents. This will serve for future public utility work within the forthcoming **Bid Packages** starting on or about March 2019.

Clarification No. 4:

Regarding Specifications 01 51 10 - Temporary Electricity, Lighting and Warning Systems, 01 51 60 - Temporary Sanitary Facility, and 01 51 80 - Temporary Fire Protection; the **Bid Category No. 2 Contractor** is responsible to provide all work associated with the sections from the commencement of **Bid Package No. 1** work, to on or about March 2019. Thereafter, the responsibility for the specification sections will be assigned to a future **Bid Package No. 2 Contractor**.

Clarification No. 5:

The **Bid Category No. 2 Contractor** is to include in his bid, small tools and a total of 80 man-hours at union laborer's pay rate (including all fringe benefits and payroll expenses) for work to be performed at the direction of the Construction Manager. At the end of the project, unused hours will be converted into a dollar amount per Wage Scale (including fringe benefits) and included as a deduct Change Order.

Clarification No. 6:
The Bid Category No. 3 Contractor to furnish anchor bolts, setting plates, templates, and layout drawings to the **Bid Category No. 2 Contractor** for installation. The **Bid Category No. 2 Contractor** to provide As-Built anchor bolt survey noting deviations from steel contractor's layout plan to the steel contractor as early as possible to incorporation into the base plate production. Costs of modifications is the burden of the **Bid Category No. 2 Contractor**.

Clarification No. 7:
The **Bid Category No. 2 Contractor** is responsible to provide grouting of structural steel setting plates.

Clarification No. 8:
The **Bid Category No. 1** is responsible to provide and implement the SWPPP, maintain the project dewatering, temporary security fencing, and silt fencing per the erosion control plan. The **Bid Category No. 2** is responsible to provide, maintain, and dispose of the concrete washout area.

Clarification No. 9:
Regarding Specification 01 72 00 - Field Engineering, **Bid Category No. 1 Contractor** shall provide Field Engineering required for work on Site Drawings. The **Bid Category No. 2 Contractor** shall provide Field Engineering inside the building and at the exterior perimeter required for all work shown on Foundation and Structural Drawings including the Certified Survey. The **Bid Category No. 3 Contractor** is responsible to set setting plates to design elevations prior to steel erection.

Clarification No. 10:
Reference Specification 01 50 50 - Temporary Facility and Controls, the **Bid Category No. 2 Contractor** is responsible to provide ground thawing equipment, blanketing, and associated fuel during the winter months to allow pouring of concrete footings/foundations walls as indicated on the Guideline Schedule.

C BID CATEGORY NO. 3 - STRUCTURAL STEEL

General Requirements in Paragraph 3.02.B above.

Section	01 53 30	Barricades
Section	01 72 00	Field Engineering
Section	05 12 00	Structural Steel Framing
Section	05 21 00	Steel Joist Framing
Section	05 31 00	Steel Decking

Clarification No. 1:

Contractors are advised that the scope of work identified as **Bid Package No. 1** is a prerequisite to **Bid Package No. 2** which will be the entire balance of work required to complete construction of the New Middle/High School for Hammond. The **Bid Package No. 2** work is scheduled to start on or about March 2019. The Guideline Schedule indicates completion of certain critical activities that contractors for **Bid Package No. 1** must accomplish. (Reference spec section 01 32 00 Schedules and Reports). The Guideline Schedule also indicates some of the work in **Bid Package No. 3, and 4** for coordination with Bid Package No. 1 and 2. All **Bid Package No. 1** contractors will be required to coordinate their work with the work associated with the future **Bid Packages**.

Clarification No. 2:

The **Bid Category No. 3 Contractor** shall provide (no later than five (5) working days after the Notice to Proceed) a complete and detailed steel erection plan and schedule indicating access requirements, erection sequence, logistics and other pertinent information for coordination with other contractors.

Clarification No. 3:

The **Bid Category No. 2 Contractor** is responsibe to provide grouting of structural steel setting plates.

Clarification No. 4:

The **Bid Category No. 3 Contractor** shall provide 10 ea. of "C" channel framed roof opening and 20ea. of angle iron framed roof openings as detailed in the Contract Documents. These openings are to be designed and coordinated with the future **Bid Package Contractors** that will start on or about March 2019.

Clarification No. 5:

The Bid Category No. 3 Contractor to furnish anchor bolts, setting plates, templates, and layout drawings to the **Bid Category No. 2 Contractor** for installation. The **Bid Category No. 2 Contractor** to provide As-Built anchor bolt survey noting deviations from steel contractor's layout plan to the steel contractor as early as possible to incorporation into the base plate production. Costs of modifications is the burden of the **Bid Category No. 2 Contractor**.

Clarification No. 6:
Regarding Specification 01 72 00 - Field Engineering, **Bid Category No. 1 Contractor** shall provide Field Engineering required for work on Site Drawings. The **Bid Category No. 2 Contractor** shall provide Field Engineering inside the building and at the exterior perimeter required for all work shown on Foundation and Structural Drawings including the Certified Survey. The **Bid Category No. 3 Contractor** is responsible to set setting plates to elevations prior to steel erection.

END OF SECTION 01 12 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 REQUIREMENTS INCLUDED

A. The Specifications contain Allowances for particular items, methods of construction, quantities of materials, labor for certain items and these stated Allowances shall be included in the total lump sum bid price.
   1. Should the final amounts as determined from actual costs vary from these stated Allowances, the Contract price will be adjusted by Change Order as stated in the Conditions of the Contract.
   2. Under no circumstances shall work exceeding the stated Allowance amounts, proceed without a properly executed Change Order.

B. A "Schedule of Allowances" showing amounts included in each prime Contract Sum, is included at the end of this Section.

C. Product/Materials Allowance: At the earliest feasible date after award of Contract, advise the Architect and Construction Manager of scheduled date when final selection and purchase of each product or system described by each Allowance must be accomplished in order to avoid delays in performance of the Work.
   1. As requested by the Architect, obtain and submit proposals for the work of each Allowance for use in making final selection; include recommendations for selection which are relevant to the proper performance of the Work.
   2. Purchase products and systems as specifically selected (in writing) by the Architect.
   3. Submit proposals and recommendations, for purchase of products or systems of Allowances, in form specified for Change Orders.
   4. When requested, submit a substantiated survey of quantities of materials, as shown in the "Schedule of Values", revised where necessary, and corresponding with Change Order quantities.
   5. Amount of Allowance includes:
      a. Net cost of product
      b. Delivery to the site
      c. Applicable taxes
   6. In addition to amount of Allowance, include in Bid, for inclusion in Contract Sum, Contractor's costs for:
      a. Handling at site, including unloading, uncrating and storage
      b. Protection from elements, from damage
      c. Labor, installation and finishing

d. Other expenses (e.g., testing, adjusting and balancing) required to complete installation

e. Overhead and profit

D. Contingency Allowance: Contingency allowance shall be used only as directed for Owner's purposes. Proposal shall be submitted by Contractor for work requested in format similar to that required for Change Orders. Compensation to the Contractor for work requested utilizing this Allowance shall be for only Contractor's costs as defined by Paragraph 7.3.7 of the General Conditions, except no compensation shall be allowed for overhead and profit. At time of Project closeout, unused amounts remaining in contingency allowance shall be credited to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 PRODUCT ALLOWANCE - Not Applicable

3.02 CONTINGENCY ALLOWANCES

Allow a lump sum additional work required but not indicated on Drawings or reasonably anticipated.

A.	Bid Category No. 1	Sitework/Utilities	$60,000
B.	Bid Category No. 2	Concrete Foundations	$25,000
C.	Bid Category No. 3	Structural Steel	$35,000

END OF SECTION 01 21 00

SECTION 01 25 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

A. Proposal Request.
B. Request for Pricing.
C. Proceed Order.
D. Allowance Authorization.
E. Change Order.
F. Minor Changes in the Work.
G. Required Pricing Itemization and Allowable Mark Up
H. Execution of Change Documents.
I. Correlation of Contractor Submittals.
J. Sample Forms

1.02 RELATED DOCUMENTS

A. Section 00 70 00 - Amended General Conditions
B. Section 01 21 00 - Allowances

1.03 PROPOSAL REQUESTS

A. Proposal requests that require adjustment to the Contract Sum or Time if accepted will be issued by the Architect to the Construction Manager, with detailed description of the proposed change and supplemental or revised Drawings and Specification as appropriate.

B. Proposal Requests whether or not issued on AIA Documents G709 will be subsequently issued and tracked in the form of a Request for Proposal (RFP) by the Construction Manager.

C. An issue number will be assigned by the Construction Manager to track the Architects Proposal Request and will be concurrent with the Architects Proposal Request Number.

1.04 CONSTRUCTION MANAGER INITIATED REQUEST FOR PROPOSAL (RFP)

A. An RFP is a document issued by the Construction Manager to obtain pricing from Contractors on an ISSUE that may impact the Contractors Work, including Contract Time or Contact Sum.

B. Tracking numbers will be assigned and conform, if applicable, to the Architects Proposal Request. If the issue is not generated thru the Architect by Proposal Request the tracking number will be begin with 5000 or other number sequence to distinguish the difference between Architect and Field generated issues that may require an RFP.

C. Tracking numbers may not be sequential for each contractor or every RFP, as each issue may not require an RFP and or affect each contractor.

D. The Contractor shall utilize and refer to the RFP tracking number, assigned by the Construction Manager, when responding, in writing, to the Construction Manager on all correspondence related to said RFP.

E. The Contractor shall submit the name of the individual authorized to receive RFP documents, and be responsible for informing others in Contractor's employ or subcontractors of to the work.

F. The Contractor shall advise the Construction Manager, in writing, of the impact of the RFP, if any, upon the Contractors Work, including any adjustment in the Contract Time or the Contract Sum (in accordance with Subparagraph 7.2 of the General Conditions) within seven (7) days of receipt of the RFP.

G. Failure to advise the Construction Manager, in writing, within seven (7) days of receipt of the RFP shall constitute a waiver of the Contractors right to assert a claim relating to the RFP.

1.05 PROCEED ORDER (PRO)

A. The Construction Manager with consent of the Owner may issue a document, instructing the Contractor to proceed with a change in the work, for subsequent inclusion in a change order. Proceed Orders are used on emergency items or work items that are critical in maintaining the construction schedule.

B. The document will describe changes in the work and will designate the method of determining any change in contract sum or contract time.

C. The Contractor shall promptly execute the change in work.

D. For time and material Proceed Order work:
   1. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in work.
   2. The Construction Manager's on-site representative must verify and sign the contractor's daily timesheets, not as approval for payment, but for record that work was completed per the Proceed Order. Proceed Order authorization number must be indicated on all Daily Time Sheets.

3. Submit itemized account and supporting data after completion of change within (15) days after completion.

E. The Construction Manager will determine the change allowable in contract sum and contract time as provided in the contract documents.

1.06 ALLOWANCE AUTHORIZATION

A. An allowance authorization will be issued based upon the Request for Proposal and/or the Proceed Order and the Contractor's price quotation as approved by the Construction Manager and Owner.

1.07 CHANGE ORDER

A. A change order will be issued based upon the Request for Proposal and/or the Proceed Order, and Contractor's price quotation as approved by the Construction Manager, Architect and Owner.

1.08 MINOR CHANGES IN THE WORK

A. The Architect will advise the Construction Manager of minor changes in the work not involving an adjustment to contract sum or contract time as authorized by the Amended General Conditions by issuing supplemental instructions AIA Form G710 or other form of supplemental instructions as agreed upon by the Owner.

B. The Construction Manager will issue the supplemental instructions in the form of a bulletin.

C. The Contractor will have seven days (in accordance with the General Conditions) to make a claim should they feel the instructions impact The Contractors Work including any adjustment in Contract Time or Contract Sum.

1.09 REQUIRED PRICING ITEMIZATION AND ALLOWABLE MARK UP

A. For each change over $1,000.00, the Contractor shall furnish a detailed, written proposal itemized according to the pricing guidelines set forth below as a condition precedent to the Owner's consideration of a Change Order request. Any Subcontractor, sub-subcontractor and supplier pricing shall also be itemized according to these guidelines. All proposals shall be prepared in the categories and in the order listed below.

1. Labor - All field labor shall be priced in compliance with Wage Determination for this Project, excluding labor burden which is covered under clause .2 below. The payroll is to be based on straight time only and is to include number of hours and rate of pay for each classification of work. If overtime is approved, the Contractor shall list only the straight time portion in this item.

2. Labor burden - All established payroll taxes, assessments and fringe benefits on the labor under clause 1 above. This may include, but is not limited to, FICA, Federal and State Unemployment, Health and Welfare, Pension Funds, Worker's Compensation and Apprentice Fund. Each of the fringes shall be listed as a separate line item.

3. Equipment rentals - All charges for non-owned heavy or specialized equipment at up to 100% of the documented rental cost. No rental charges will be allowed for hand tools, minor equipment, scaffolds, etc. Downtime due to repairs, maintenance and weather delays will not be allowed.

4. Owned equipment - All charges for owned, heavy or specialized equipment at up to 100% of the cost listed by the Associated Equipment Dealers Blue Book. No recovery will be allowed for hand tools, minor equipment, scaffolds, etc. Downtime due to repairs, maintenance and weather delays will not be allowed.

5. Trucking - A reasonable delivery charge or per mile trucking charge for delivery of required materials or equipment. Charges for use of a pickup truck will not be allowed.

6. Overhead - Includes telephone, telephone charges, facsimile, telegrams, postage, photos, photocopying, hand tools, scaffolds (one level high), tool breakage, tool repairs, tool replacement, tool blades, and bits, home office estimating, clerical and account support, home office labor, travel and parking expenses.

7. Materials - All materials purchased by the Contractor and incorporated into the changed Work, showing costs, quantities, or Unit Prices of all items, as appropriate. Reimbursement for material costs shall only be allowed in the amount of the Contractor's actual cost including any and all discounts, rebates and related credits.

B. The following items are allowable with no overhead and profit:

1. The cost of extending the Bond and the cost of extending commercial general liability, builder's risk and specialty coverage insurance.

2. The premium portion only for approved overtime (labor and labor burden). The straight time portion is included in clauses .1 and .2 above.

3. Fees for permits, licenses, inspections, tests, etc.

C. Costs which shall not be reimbursed for changed Work include the following:

1. Employee Retirement and Profit-Sharing Plans, regardless of how defined or described.

2. Voluntary Employee Deductions.

D. The cost of the Contractors' overhead and profit on Change Orders shall be:

1. For extra Work completed by the Contractor with his own labor, 10 percent shall be added to Items 1., 2., 3., 4., 5., and 7. of Subparagraph 1.09 as an allowance for overhead and profit.

2. For extra Work completed by Subcontractors of the Contractor, 5 percent shall be added to Items. 1., 2., 3., 4., 5., and 7. of Subparagraph 1.09 as an allowance for overhead and profit.

1.10 EXECUTION OF CHANGE DOCUMENTS

A. Construction Manager will issue Change Orders and Allowance Authorizations for signature by all parties.

B. Signed copies are to be returned to the Construction Manager within 14 days.

1.11 CORRELATION OF CONTRACTOR SUBMITTALS

A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized change order and/or allowance authorization as a separate line item and adjust the contract sum (for Change Orders).

B. Promptly submit revisions to Construction Schedule to reflect any change in contract time.

C. Promptly enter changes in project record documents.

1.11 FORMS

A. Samples of RFP, Proceed Order, Change Order and Allowance Authorization forms follow this section.

END OF SECTION 01 25 00

REQUEST FOR PROPOSAL
No. 00001

THE SKILLMAN CORPORATION
PROJECT ADMINISTRATION CONSTRUCTION MANAGEMENT

TITLE: Mechanical Changes

DATE: 9/30/2004

PROJECT: DEMO

JOB:

TO: Mechanical Contractors
1400 Darby Road
Havertown, PA 19000

CONTRACT NO: 123456-07

ATTN: Terry Mills

DESCRIPTION OF PROPOSAL

Please provide a quotation per the attached P.R. No. 1 from Design Group

cc:

Design Group
TSC Site Manager
File (2)

Please review General Conditions, prior to preparing your quote.

Transmit your itemized quotation to our office within ten (10) business days from the date of this request.

PROCEED ORDER
No. 00001

THE SKILLMAN CORPORATION
PROJECT ADMINISTRATION CONSTRUCTION MANAGEMENT

TITLE: Mechanical Changes

DATE: 10/1/2004

PROJECT: DEMO

JOB:

TO: Mechanical Contractors
1400 Darby Road
Havertown, PA 19000

CONTRACT NO: 123456-07

ATTN: Terry Mills

RE: PCO **To:** ABCSC **From:** TSC **Number:** 00001

DESCRIPTION OF CHANGE

You are hereby directed to make the following changes:

Reroute the water main to avoid conflicts with the new addition at Unit 'D' per RFP No. 1.

THIS DOCUMENT BECOMES EFFECTIVE IMMEDIATELY AS A CONSTRUCTION CHANGE DIRECTIVE.

In accordance with the contract this document is authorizing work to be performed in the absence of total agreement on an adjustment to the Contract Sum or Contract Time. The method for determining the adjustment to the Contract Sum shall be the cost of labor hours expended and cost of materials to perform the work described above. If another method of adjustment for the Contract Sum is to be used it shall be delineated in the Description of Change above.

THE CONTRACTOR SHALL PROCEED WITH THE CHANGE AS DIRECTED ABOVE

By: _____
Jack Jones , Project Manager

By: _____
Owner Representative

cc:
Marketing Coordinator
Community School of Frankfort
Field
File (2)

THE SKILLMAN CORPORATION
PROJECT ADMINISTRATION CONSTRUCTION MANAGEMENT

ALLOWANCE AUTHORIZATION

PROJECT - BID CAT NO: 123456-07
ALLOWANCE NO: 00001
DATE: 10/1/2004

CONTRACTOR: Mechanical Contractors
PROJECT: DEMO
OWNER: ABC School Corporation

You are authorized to make the following changes in the subject amount from the stated Contingency Allowances in Specifications Section 01210:

Reroute the water main to avoid conflicts with the new addition at Unit 'D' per RFP No. 1. Add: $500.00

NET: $500.00

THIS IS NOT A CHANGE ORDER AND DOES NOT INCREASE OR DECREASE THE CONTRACT AMOUNT

The Original Allowance Amount was	**($1,200,000.00)**
Allowance Expenditures Executed prior to this Authorization	**$0.00**
Allowance Balance prior to this Authorization was	**($1,200,000.00)**
The Allowance Balance Will be Decreased	**($500.00)**
New Allowance Balance	**($1,200,500.00)**

Recommended Approval: Construction Manager	Contractor's Acceptance:	Owner's Approval:
The Skillman Corporation	**Mechanical Contractors**	**ABC School Corporation**
By: _____	**By:** _____	**By:** _____
Jack Jones	*Terry Mills*	*Steve Smith*
Date: _____	**Date:** _____	**Date:** _____

Form: F_ALLOWANCE

CHANGE ORDER
No. 00001

THE SKILLMAN CORPORATION
PROJECT ADMINISTRATION CONSTRUCTION MANAGEMENT

PROJECT NO:

CONTRACT NO: 123456-07

DATE: 10/1/2004

CONTRACTOR: Mechanical Contractors
PROJECT: DEMO
OWNER: ABC School Corporation

You are authorized to make the following changes to this Contract:

Reroute the water main to avoid conflicts with the new addition at Unit 'D' per RFP No. 1. Add: $500.00

NET: $500.00

The Original Contract Sum was	$1,200,000.00
Net Change by Previous Change Orders	$0.00
The Contract Sum Prior to This Change Order was	$1,200,000.00
The Contract Sum Will be Increased	$500.00
The New Contract Sum Including This Change Order	$1,200,500.00
The Contract Time Will Not Be Changed	

Recommended Approval - Construction Manager:

The Skillman Corporation

By: _____ **Date:** _____

Jack Jones

Contractor's Acceptance:

Mechanical Contractors

By: _____ **Date:** _____

Terry Mills

Recommended Approval - Architect:

Design Group

By: _____ **Date:** _____

Chris Atkinson

Owner's Approval:

ABC School Corporation

By: _____ **Date:** _____

Steve Smith

By: _____ **Date:** _____

Form: F_CHANGE_ORDER

SECTION 01 28 00 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing each prime contractor's Schedule of Values.
   1. Coordinate the Schedule of Values with the Applications for Payment, Project Schedule, Submittal Schedule, and List of Subcontracts.
   2. Contractors using computer generated AIA Forms must submit a copy of their license, including license number, with each request for payment.

B. Progress payments will not be processed without an approved Schedule of Values on file.

1.03 SCHEDULE OF VALUES

A. Coordination: Each prime Contractor shall coordinate preparation of its Schedule of Values for its part of the Work with the Construction Manager's Project Schedule.
   1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
      a. Construction Manager's Project Schedule.
      b. Application for Payment forms, including Continuation Sheets.
      c. List of subcontractors.
      d. Schedule of allowances.
      e. Schedule of alternates.
      f. List of products.
      g. List of principal suppliers and fabricators.
      h. Schedule of submittals.
   2. Within 15 days after the Pre-Construction Conference, each awarded Contractor shall submit to the Construction Manager a Schedule of Values, for approval, showing accurate costs for the items of work assigned to the Contractor, defined under Section 01 12 00 - Multiple Contract Summary.
   3. Sub-schedules: Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. The Schedule of Values shall include at a minimum a line item for labor and material costs for each specification section

assigned to the Contractor under Section 01 12 00 - Multiple Contract Summary, and shall further divide the work into a sufficient number of individual work items to serve as an accurate basis for Contractor's Application for Payment. Each work item shall receive its prorated share of profit and overhead, including a line item for closeout. The Schedule of Values shall consist of a complete breakdown of the Contractor's contract sum showing the various items of work, divided so as to facilitate the approval of payments to the Contractor for Work completed. In addition to and conjunctive with the division of various items of work, the breakdown shall separate individual buildings within the project shall separate sitework from building(s) components and shall separate remodeling/renovation work from new construction work. The Schedule of Values shall be prepared in a format as directed by the Construction Manager, showing the breakdown of items of Work and supported by such data to substantiate its correctness as the Construction Manager may require. The contract breakdown shall be the same form as that to be used in submitting request for payments as covered by Article 9, of the amended General Conditions. Each item of Work shall have indicated a separate cost of labor and material. This schedule when reviewed by the Construction Manager, Architect, and Owner shall be used as the basis of approving payments along with establishing percentages of Work complete.

1. Identification: Include the following Project identification on the Schedule of Values:
    a. Project name and location.
    b. Name of the Architect.
    c. Project number.
    d. Contractor's name and address.
    e. Date of submittal.
2. 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 Work.
    c. Name of subcontractor.
    d. Name of manufacturer or fabricator.
    e. Name of supplier.
    f. Change Orders (numbers) that affect value.
    g. Dollar value.
    h. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. In addition to the sections assigned to the Contractor as defined above, Contractors shall include the following line items on their Schedule of Values:
    a. **Bonds**: Performance, Labor and Material (if required).
    b. **Mobilization**.
    c. **Demobilization**.
    d. **Insurance/Hazcom/Safety**.
    e. **Submittals** in the amount of 2 percent of the Contract; however, not less than $1,000.00 nor more than $15,000.00.

f. **Project Meetings** in the amount of $250.00 times the anticipated number of meetings the Contractor will be required to attend during the course of the Project. (Reference Section 013100).

g. **Daily cleanup** in the amount of 1 percent of the total contract amount.

h. **Closeout** in an amount equal to 2 percent of the Contract amount; however, not less than $2,000.00 nor more than $20,000.00.

4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items. Schedule of Values shall be coordinated with the Construction Schedules such that the percentages of Work completed closely relates to the values for the Work shown on the request for payments. At the beginning of the Project, the Contractor shall prepare a schedule of monthly progress payments showing the amount the Contractor may require for the Work proposed to be completed. The purpose of this schedule is to allow the Owner to determine what amounts of funds will be required to have available each month during the progress of construction for progress payments.

5. Round amounts to nearest whole dollar; the 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. Include requirements for insurance and bonded warehousing, if required.

7. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.

9. Margins of Cost: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin 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 the Contractor's option.

10. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

C. Schedule of Values shall be typed or printed on AIA Documents G732 - 2009 and G703-1992.

D. Each Schedule of Values shall have the Contractor's name, Bid Category name and number, project name and number and shall be dated and signed.

E. Should the Schedule of Values be "rejected, resubmit", resubmittal is due within 5 days of receipt of rejected schedule.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 28 00

SECTION 01 29 00 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing each prime contractor's Applications for Payment.

1. Coordinate the Applications for Payment with the Schedule of Values, Project Schedule, Submittal Schedule, and List of Subcontracts.

1.03 APPLICATIONS FOR PAYMENT

A. Applications for Payment shall be made no later than the 5th day of the month through the Construction Manager to the Owner. Payments to the Contractor will not be made until final approval by the Owner. Applications made by the 5th of the month, if approved, will be paid approximately 45 days later. The Contractor shall submit to the Construction Manager, an itemized Application for Payment, supported by such data, such invoices, substantiating the Contractor's right to payment as the Owner, Architect, or Construction Manager may require. The form of Application for Payment shall be AIA Document G732 - 2009 - Application and Certification for Payment, support by AIA Document G703 - Continuation Sheet. Continuation Sheet (G703) shall be prepared the same as the Schedule of Values submitted by the Contractor and as approved.

1. Contractors shall prepare a pencil copy of the Application for Payment to the Construction Manager at the site ten (10) days prior to date for submission of Application of Payment. After review by the Construction Manager and Architect a corrected copy will be returned to the Contractor within five (5) working days.

B. Each Application for Payment shall be consistent with previous applications and payments as certified by the Construction Manager, Architect and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

C. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Construction Manager will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and the Construction Manager's Project Schedule. Use updated schedules, if revisions were made.
2. Include amounts of fully executed Change Orders issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit Application for Payment to the Construction Manager by a method ensuring receipt within 24 hours. One copy shall be complete, including waivers of lien and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who is lawfully entitled to file a mechanics lien from previous application for payment.

1. Submit partial waivers on each item for the amount requested, less retention, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Construction Manager's Project Schedule.
5. Submittal Schedule.
6. List of Contractor's staff assignments
7. Copies of permits as applicable.
8. Copies of authorizations and licenses from governing authorities for performance of the Work.
9. Certificates of insurance and insurance policies.
10. HAZCOM/Safety Programs
11. Executed Escrow Agreement (if applicable).

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

2. Administrative actions and submittals that shall precede or coincide with this application include:
    a. Occupancy permits and similar approvals. Occupancy permit shall be submitted by party responsible for acquiring general building permit.
    b. Warranties (guarantees) and maintenance agreements.
    c. Test/adjust/balance records.
    d. Maintenance instructions.
    e. Meter readings.
    f. Startup performance reports.
    g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
    h. Final cleaning.
    i. Advise on shifting insurance coverages.
    j. List of incomplete Work recognized as exceptions to Architect's Certificate of Substantial Completion.

I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Ensure that unsettled claims will be settled.
4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
5. Transmittal of required Project construction records to the Owner.
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations were paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish, and similar elements.
10. Change of door locks to Owner's access.

J. Release of Retainage: Documents to be submitted with the final Pay Application requesting release of retainage to include:
1. AIA G732 - 2009 – Application and Certification for Payment
2. AIA G703 – Continuation Sheet
3. Final Waiver of Lien
4. AIA G706 – Contractor's Affidavit of Payment of Debts and Claims
5. AIA G706a – Contractor's Affidavit of Release of Liens
6. AIA G707 – Consent of Surety to Final Payment
7. "No Asbestos" Letter
8. Approved Certificate of Substantial Completion

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
   1. Pre-construction conferences.
   2. Pre-installation conferences.
   3. Progress meetings.

B. Each Contractor or awardee shall be required to have present at each of the following project meetings a representative acceptable to the Construction Manager. The designated representative shall have sufficient authority and knowledge to make decisions for the Contractor he is representing on matters affecting this Project.

C. Contractor or representative unable to attend a specified meeting shall have an acceptable alternate representative designated or **shall notify the Construction Manager not less than 3 days prior to date of meeting**.

1.03 PRE-CONSTRUCTION/PARTNERING CONFERENCE

A. The purpose of this meeting is to develop a cohesive Project Team between the Prime Contractors, Owner, Architect and Construction Manager out of what might potentially be an adversarial relationship. This facilitated conference is designed to establish common goals, communication strategies, dispute resolution practices and problem solving mechanisms within the context of the contract documents.

B. Team Members should have their principal project personnel attend the conference, to include the Project Manager, Site Superintendent/Field Personnel and key office staff involved in payment applications and closeout documentation. Prime Contractors shall require their principal subcontractors to attend.

C. Agenda: Discuss items of significance that could affect progress, including the following:
   1. Discussion of construction schedule.

2. Critical work sequencing.
3. Designation of responsible personnel.
4. Processing of field decisions and Change Orders.
5. Procedures for processing Applications for Payment.
6. Distribution of Contract Documents.
7. Submittal of shop drawings, product data and samples.
8. Procedures for maintaining record documents.
9. Use of premises:
    a. Office and storage areas.
    b. Owner's requirements.
10. Major equipment deliveries and priorities.
11. Safety and first-aid procedures.
12. Security procedures.
13. Housekeeping procedures.
14. Working hours.

D. Construction Manager shall prepare minutes and record significant discussions and agreements and disagreements of each conference, and the approved schedule. Construction Manager shall promptly distribute the record of the meeting to everyone concerned

1.04 PRE-INSTALLATION CONFERENCES

A. Conduct a pre-installation conference at the project site before each construction activity that requires coordination with other construction, and as outlined in the technical sections.

B. Attendees: The Prime Contractor, installing foreman, 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.

C. The Construction Manager shall schedule conferences and advise the Architect of scheduled meeting dates.

D. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:

1. Scope of Activity
    a. Prime Contractor and Superintendent Responsible for activity
    b. Subcontractor and foreman.
    c. Scope of work.
    d. Contract Documents.
    e. Related Change Orders, pending or potential changes
    f. Purchases.

g. Deliveries.
h. Shop drawings, product data, and quality control samples.
i. Review of mock up.

2. Activity Schedule
   a. Duration
   b. Proposed starting date
   c. Required predecessors and successor activities
   d. Required Manpower (crew size).
   e. Does activity as planned meet schedule intent?
   f. Overtime/Weekend considerations to maintain schedule.

3. Special Conditions
   a. Weather limitations.
   b. Manufacturer's recommendations.
   c. Warranty requirements.
   d. Compatibility of materials.
   e. Acceptability of substrates.
   f. Temporary facilities.
   g. Space and access limitations.
   h. Governing regulations.
   i. Protection.
   j. Possible conflicts

4. Safety and Housekeeping
   a. Review of Precautions related to activity
   b. Competent Person
   c. OSHA requirements
   d. Housekeeping considerations and standards.

5. Closeout Requirements
   a. Inspecting and testing requirements.
   b. Required performance results.
   c. Recording requirements.
   d. Punch List Expectations (Zero Punch List)
   e. Warranty
   f. Extra Stock
   g. Owner Training

E. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

F. Contractors shall review and comply with required pre-installation conferences outlined in the Contract Documents. (See individual Specification Sections.)

1.05 PROGRESS MEETINGS

A. Progress meetings will be established on a biweekly basis, or more frequent as determined by the Construction Manager, to review the progress of construction, possible delays, problems, and projected construction activity. The Contractor is required to attend progress meetings. Contractors failing to be represented at project meetings, when specifically requested, will be taken into consideration when payment applications are being considered for approval by the Construction Manager. **Contractor shall be charged $250.00 for each unexcused absence, from meetings in which they are requested to attend, as determined by the Construction Manager**. A deduct Change Order for these changes will be issued prior to contract closeout. This in no way relieves the Contractors for coordination due to lack of attendance.

1. Notice of said meetings will originate in the office of the Construction Manager.
2. Contractor shall require his principal subcontractors to attend.
3. The progress and schedule of each involved Contractor shall be coordinated at this meeting. The representatives of the Contractor present shall have the authority to change the Contractor's work schedule or authorize work with the consent of the Construction Manager. If the Contractor fails to attend this meeting, it shall be his responsibility to obtain the information discussed at the meeting. Meeting notes and the most current construction schedule will be in the office of the Construction Manager. Attendance at these meetings is required for Contractors' payments.
4. Coordinate dates of meetings with preparation of payment requests.

B. Minimum Agenda shall be as follows:

1. Review work progress since last meeting.
2. Note field observations, problems, and decisions.
3. Identify problems which impede planned progress.
4. Review off-site fabrication problems.
5. Develop corrective measure and procedures to regain planned schedule.
6. Revise construction schedule as indicated.
7. Plan progress during next work period.
8. Review submittal schedules, expedite as required to maintain schedule.
   a. Tracking of material deliveries.
9. Maintaining of quality and work standards.
10. Review changes proposed by Owner for effect on construction schedule and effect on completion schedule.
11. Complete other current business.
12. Documentation of information for payment requests.

1.06 PRE-CLOSEOUT MEETING

A. When the work or designated portion thereof is 70% substantially complete, by billing, the Construction Manager will conduct a Pre-Closeout Meeting.

B. Minimum agenda will be to review Section 01 77 00– Contract Closeout.
   1. O & M Data – Required at 75% Completion
   2. Prerequisites to Substantial Completion
   3. Wrap-up all RFP's
   4. Punch Lists
   5. Record Drawings
   6. Start to Finalize Change Orders
   7. Extra Stock
   8. Owner's Training
   9. Final Payment Application

C. Contractors are to attend this "Progress Meeting" for Pre-Closeout.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

SECTION 01 32 00 - SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for schedules and reports required for proper performance of the Work, including:
   1. Construction schedule
   2. Submittal schedule
   3. Use of site plan

1.03 GUIDELINE SCHEDULE

A. A guideline schedule is forthcoming by Addendum showing milestone activities for the Project, as well as anticipated completion date.
   1. Prior to bidding Project, Contractor shall review the guideline schedule to determine if the intent of the schedule can be met.
   2. The guideline schedule is to be used for bidding reference only; however, the indicated completion date of all Work of the Project must be accomplished by all Contractors.

B. Sequence of Work

1.04 CONSTRUCTION SCHEDULES

A. Within 15 days of the Pre-construction Meeting, each Contractor is to assemble all necessary information and dates concerning his activities, and those of his Subcontractors and Suppliers and submit such information in the form required by the Construction Manager. Each Contractor shall submit the following schedule information to the Construction Manager as a minimum:
   1. A bar chart schedule of all activities contained in the Contractor's Scope of Work. This schedule shall include activity descriptions and durations for all activities in work days (as opposed to calendar day) for shop drawings, fabrication, delivery and installation of products, materials, and equipment. The activities on the schedule must be at a level of detail approved by the Construction Manager and agree with the terminology and building sequencing established by the Construction Manager.

2. Identification of precedent relationships between the Contractor's activities and those of other Contractors based on a thorough review of the Contract Drawings and details showing interface between Contracts.
3. Graphic diagrams indicating the proposed direction of work whenever applicable or if requested by the Construction Manager.
4. Assumed crew size, equipment, production rates, and similar data used to arrive at adequate durations and sequences.
5. If a Contractor cannot provide a complete schedule of all of his activities within 15 days after Pre-construction Meeting, the Contractor may, after Construction Manager's written approval, provide a work plan for the first 60 days after award. The Contractor's final schedule shall be complete and submitted to the Construction Manager prior to the 45th day after the Pre-construction Meeting.

B. In collaboration with the various Contractors associated with the Work, the Construction Manager will compile all Contractor schedules and develop a project master construction schedule, which integrates activities of Architect, Construction Manager, Contractors, Subcontractors, and Suppliers and meets the time requirements. The sequence of all work activities shall be determined by the Construction Manager and reviewed by all Contractors. This schedule will become the project plan for construction.

C. Contractors' schedule activities may be re-sequenced and the schedule adjusted provided all Work is completed within the stated milestone dates and if the Construction Manager and affected Contractors are notified of the change within 5 calendar days of receipt of the schedule; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Contractor.

D. The project construction schedule will be provided by the Construction Manager, consistent with the guideline schedule and utilizing the Contractors' construction schedules provided by the separate Contractors.
1. Contractor shall provide the Construction Manager with information and data to prepare a working day construction schedule and sequence of events for each work activity included in his bid category within 15 days after the Pre-construction Meeting. The Contractor shall cooperate with the Construction Manager in establishing a final overall project schedule which meets the specified completion date.
2. After the project schedule has been established, Contractors shall work overtime, nights, and weekends, if necessary, to maintain their portion of the schedule.
   a. Overtime, night and weekend work will be at no additional cost to the Owner.
   b. Failure of the Contractor to maintain his portion of the schedule will be grounds for the Owner to withhold all or part of any payments which may become due to the Contractor for work completed.

3. The Contractor is responsible to expedite all approvals and deliveries of material so as not to delay job progress.
4. The Contractor shall begin all phases of his work as quickly as physically possible, but not to impede or jeopardize the work of other Contractors.
5. Phases of the work may be started prior to the scheduled start dates if coordinated with other Contractors, and, if approved through the Construction Manager.
6. The Contractor shall cooperate fully with the Construction Manager in the coordination of the work with all other Contractors and the convenience of the Owner as indicated in the Specifications.

E. Each Contractor's work shall be executed at such a rate as to ensure meeting the specified milestone dates for Substantial Completion. By execution of the Contract, a Contractor represents he has analyzed the Work, the materials and methods involved, the systems of the building, availability of qualified mechanics and unskilled labor, restrictions of the site, constraints imposed, his own work load and capacity to perform the Work and agrees that the specified dates are reasonable considering the existing conditions prevailing in the locality of the Work, including weather conditions, and other factors, with reasonable allowance for variations from average or ideal conditions.

F. The Construction Manager will utilize the project master construction schedule to plan, coordinate, and manage all construction activities of Contractors, Subcontractors, and Suppliers. All Contractors are to complete all Work in accordance with this schedule.

G. The Construction Manager will hold periodic progress meetings at the jobsite. Field supervisors from each Contractor working on the site are to attend all such meetings. Each Contractor is to provide services of responsible personnel to provide necessary scheduling and manpower information. Each Contractor shall be responsible to be familiar with the schedule, how it will affect or modify his operations including his coordination with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a two-week period to coordinate with the activities of other Contractors. Each Contractor shall prepare a short interval schedule generally covering a two-week period to coordinate the detailed activities of subcontractors and suppliers. The short interval schedules shall be prepared on The Skillman Corporations' Look Ahead form at the end of this Section and be **submitted 24 hours prior to the job progress meetings**, or as required by the Construction Manager. The Construction Manager will update the project master construction schedule monthly and display the current schedule at the jobsite and prepare progress reports accordingly.

H. Whenever it becomes apparent that any activity completion date may not be met, the responsible Contractor(s) are to take some or all of the following actions at no additional cost to the Owner or Construction Manager.

1. Increase construction manpower to put the project back on schedule.
2. Increase number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination, which will place the project back on schedule.
3. Reschedule activities to achieve maximum practical concurrency and place the project back on schedule.

I. If the Contractor fails to take any of the above actions, Owner or Construction Manager may take action to attempt to put the project back on schedule and deduct cost of such actions from monies due or to become due the Contractor in accordance with Subparagraph 2.4.1. of the amended General Conditions.

J. The Construction Manager will manage the project and will make every effort to complete the project within the schedule. Time extensions may be granted to various Contractors when delays that affect final completion date have been caused by inability of another Contractor to meet his time commitments; however, neither Owner nor Construction Manager will assume responsibility to any Contractor for compensation, damages, or other costs due to delays.

1.05 LIST OF SUBCONTRACTORS, SUPPLIERS, AND MANUFACTURERS

A. Each Contractor shall submit, through the Construction Manager, a list of subcontractors and manufacturer's participating on this Project. List shall be submitted within 48 hours after receipt of bids. The list shall be complete with names, street addresses, city, state, and zip code.

1.06 SUBMITTAL SCHEDULE

A. Within 15 days of the Pre-Construction Meeting, each Contractor shall submit their schedule of submittals.
1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Construction Schedule.
2. The contractor shall provide the following information:
   a. Scheduled date for the first submittal (due date).
   b. Name of the Subcontractor (under comments).
   c. Fabrication time.

B. Distribution: Following response to the initial submittal, print and distribute copies to the Construction Manager, Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated.
1. When revisions are made, distribute 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 construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.07 PROJECT USE SITE PLAN

A. The Construction Manager, in cooperation with other Contractors on this Project, shall prepare a proposed project use site plan.

B. Contractor shall confine operations at the site to areas within the areas indicated and as approved on the use of the site plan, and as permitted by law, ordinances, and permits. Site shall not be unreasonably encumbered with materials, products, or construction equipment.

C. The Construction Manager in reviewing his use of the site shall include access to proposed building for construction purposes, storage of materials and products, parking, where possible, for employees, temporary facilities including offices, storage, and workshop sheds or portable trailers, and unloading space.

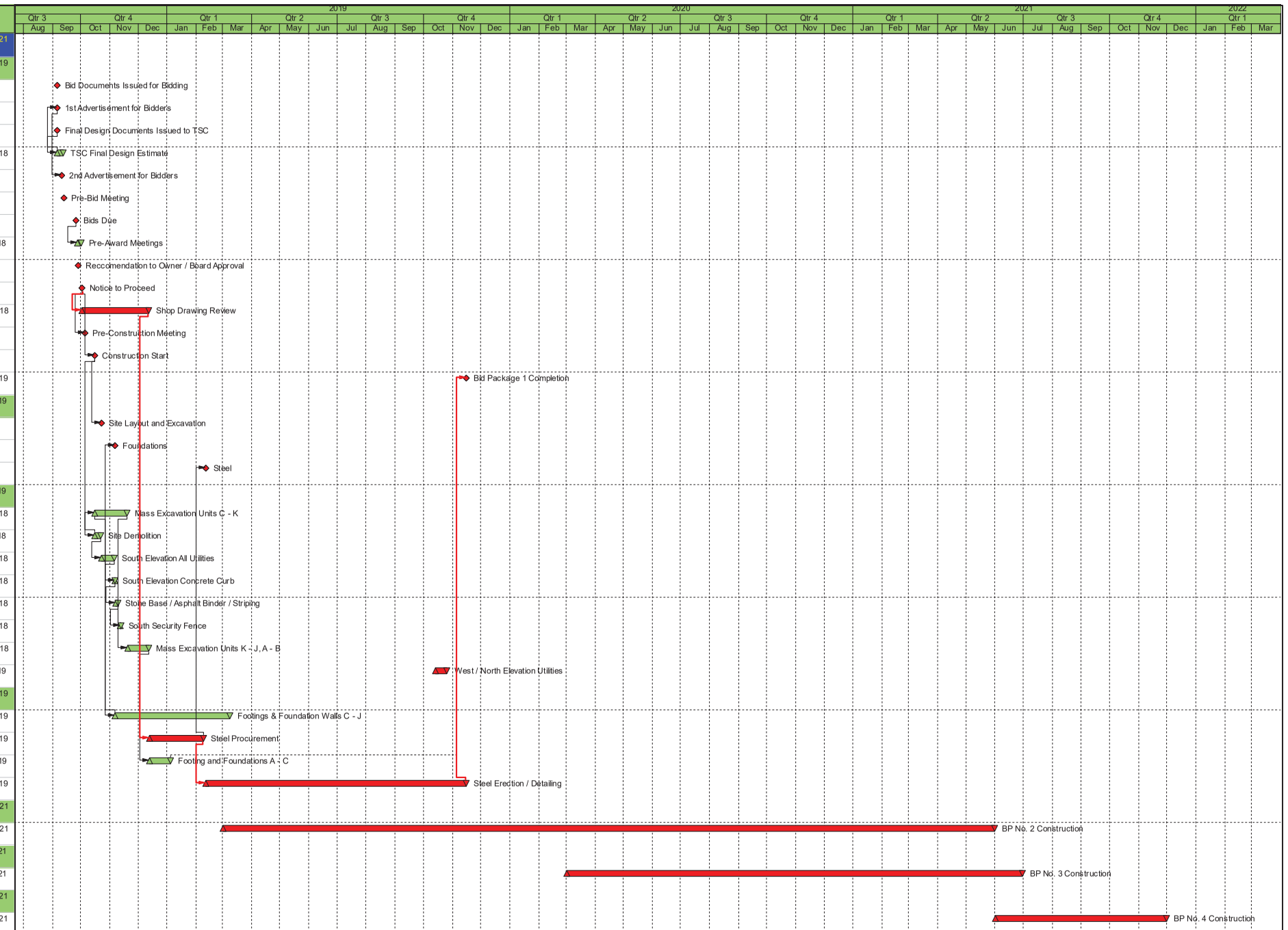
D. Where a temporary fence is to be provided, the Construction Manager shall show any additional area needed in the Contractor's use of the site beyond that which may be indicated on the Drawings.

E. The Construction Manager will indicate to the other Contractors after award of Contract which portions of the existing parking lot and nonpaved areas can be used for construction activities. Damage to existing parking lot or unpaved areas shall be paid for by the Contractor responsible for damage.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 32 00

Activity Name	Original Duration	Start	Finish
New Middle / High School for Hammond - BP1	840	06-Sep-18	30-Nov-21
Project Administration	308	06-Sep-18	15-Nov-19
Bid Documents Issued for Bidding	0	06-Sep-18*	
1st Advertisement for Bidders	0	06-Sep-18*	
Final Design Documents Issued to TSC	0	06-Sep-18*	
TSC Final Design Estimate	5	06-Sep-18	12-Sep-18
2nd Advertisement for Bidders	0	10-Sep-18*	
Pre-Bid Meeting	0	13-Sep-18*	
Bids Due	0	26-Sep-18*	
Pre-Award Meetings	3	27-Sep-18	01-Oct-18
Reccomendation to Owner / Board Approval	0	28-Sep-18*	
Notice to Proceed	0	02-Oct-18*	
Shop Drawing Review	50	02-Oct-18	12-Dec-18
Pre-Construction Meeting	0	05-Oct-18	
Construction Start	0	16-Oct-18	
Bid Package 1 Completion	0		15-Nov-19
Pre-Installation Meetings	75	23-Oct-18	11-Feb-19
Site Layout and Excavation	0	23-Oct-18	
Foundations	0	06-Nov-18	
Steel	0	11-Feb-19	
Sitework & Utilities	265	16-Oct-18	25-Oct-19
Mass Excavation Units C - K	25	16-Oct-18	19-Nov-18
Site Demolition	5	16-Oct-18	22-Oct-18
South Elevation All Utilities	10	23-Oct-18	05-Nov-18
South Elevation Concrete Curb	1	06-Nov-18	06-Nov-18
Stone Base / Asphalt Binder / Striping	3	07-Nov-18	09-Nov-18
South Security Fence	1	12-Nov-18	12-Nov-18
Mass Excavation Units K - J, A - B	15	20-Nov-18	12-Dec-18
West / North Elevation Utilities	10	14-Oct-19*	25-Oct-19
Building Core & Shell	265	06-Nov-18	15-Nov-19
Footings & Foundation Walls C - J	85	06-Nov-18	08-Mar-19
Steel Procurement	40	13-Dec-18	08-Feb-19
Footing and Foundations A - C	15	13-Dec-18	04-Jan-19
Steel Erection / Detailing	200	11-Feb-19	15-Nov-19
Bid Package No. 2 - Main Building	587	01-Mar-19	31-May-21
BP No. 2 Construction	587	01-Mar-19*	31-May-21
Bid Package No. 3 - Athletics / Amenities	348	02-Mar-20	30-Jun-21
BP No. 3 Construction	348	02-Mar-20*	30-Jun-21
Bid Package No. 4 - Building Demolition / Sitework	131	01-Jun-21	30-Nov-21
BP No. 4 Construction	131	01-Jun-21*	30-Nov-21



Actual Work
Remaining Work
Critical Remaining Work
Milestone

New Middle / High School for Hammond - BP1

Guideline Schedule

SKILLMAN

TWO WEEK LOOK AHEAD SCHEDULE

PROJECT:
TSC PROJECT #:
CONTRACTOR NAME:
BID CATEGORY NAME & NUMBER:

THE SKILLMAN CORPORATION

NO.	TASK TO BE COMPLETED	MATERIALS NEEDED	EQUIPMENT & SPECIAL TOOLS NEEDED	CREW SIZE	CALENDAR DAYS	MAN DAYS REQUIRED	QTY	W/E DATE							W/E DATE						
								M	T	W	T	F	S	CMPL RESC.	M	T	W	T	F	S	CMPL RESC.

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
   1. Shop drawings.
   2. Product data.
   3. Samples.

1.03 SUBMITTAL PROCEDURE

A. Submittals, including those specified herein to be submitted to the Architect, excluding those directed to a specific individual, shall be submitted directly to the Construction Manager for review. Construction Manager will forward required submittals to the Architect for review.

B. Contractors on this Project shall provide submittals in accordance with the requirements of this Section. Where a submittal is required by a Contractor, but assistance needed from others, Contractors shall participate and cooperate to expedite each submittal.

C. Where submission of samples, shop drawings, or other items are required from suppliers or subcontractors, it shall be the responsibility of the Contractor for whom the subcontractor is executing the Work to see that the submittal items required are complete and properly submitted and corrected and resubmitted at the time and in the order required so as not to delay the progress of the Work. Submittals shall be made through the Prime Contractor.

D. The Contractor shall check shop drawings, product data, samples, and other submittals and submit them to the Construction Manager with a letter of transmittal giving their approval, comments, and suggestions.

E. All shop drawings and product data are to be submitted electronically via The Skillman Way On-Line Collaboration Procedures. Each electronic submittal transmittal shall include the following information:
   1. Date submitted.
   2. Project title and number.
   3. Contractor’s name and address.

4. Identification by Specification Section and quantity submitted for each submittal including name of subcontractors, manufacturer, or supplier.
5. Notification of deviations from the Contract Documents for each submittal.

F. Contractor's written approval marked on each submittal.

G. The Contractor shall prepare, review, and stamp with his approval and submit, with reasonable promptness or within the specified time periods and in orderly sequence so as to cause no delay in the Work or in the Work of another Contractor, submittals required by these Contract Documents or subsequently required by modifications.

H. All electronic image files are to be submitted electronically in PDF file format. Submittals sent in a manner different than described above will require prior approval from the Construction Manager.

I. The Contractor is to limit each electronic submittal to the requirement designated on the submittal log. Compile all sheets of each submittal into a single electronic file.

J. The Architect/Engineer will review electronic submittals, making any comments necessary, mark the submittal with the appropriate approval or rejection and return to the Contractor through Ecomm. Comments will consist of annotations applied electronically to the file or transmittal form. Re-submittals are processed using the same procedure as the original submittal.

K. The Construction Manager and Architect shall review and take action on submittals with reasonable promptness, so as to cause no delay in the progress. A reasonable period of time in accordance with approved project schedule for review of and action taken on submittals shall be as specified herein, but in no case shall it be less than 10 calendar days from the time it is received by the Architect until the time the submittal is marked and forwarded or returned. Shop drawings and product data will be returned to the contractor electronically. Contractors shall allow sufficient mailing time for submittal samples.

L. A list of required shop drawings and product data will be provided to the Contractor, for use as a checklist, at the Pre-Construction Meeting. **Color sample** submittals are required within **45 days** of the Pre-Construction Meeting. **All shop drawings and product data submittals are to be completed within 120 days of the Pre-Construction Meeting or within a shorter, more immediate timeframe as required by the Project Schedule.**

M. Upon receipt of final approval of any submittal, the Contractor shall provide hard copies if required by the Construction Manager.

1.04 SHOP DRAWINGS

A. The Contractor shall perform no portion of the Work requiring submittal and review of shop drawings, product data, samples or similar submittals until the respective submittal has been approved by the Architect. Such Work shall be in accordance with approved submittals.

B. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

1. Autocad Drawings: CD copy of Drawings may be available from the Architect. The Contractors requiring this service must contact the Architect to verify availability. Cost to obtain Autocad Drawings will be $__ per disk. Request for CD Rom copy should be addressed to the Project Architect.

C. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

1. Advertising brochures will not be accepted as shop drawings.
2. Erection and setting drawings as referred to in these Specifications will be considered as shop drawings and shall be submitted along with detailed shop drawings.
3. Where schedules are required to indicate locations, they shall be submitted as part of the shop drawings package for that item.
4. Shop drawings and schedules shall repeat the identification shown on the Contract Drawings.
5. The Contractor shall check all shop drawings, product data, samples and other submittals and submit them for approval to the office of the Construction Manager. Product Data and shop drawings are to be submitted electronically to the Construction Manager **utilizing the CM Electronic (Ecomm) Submittal process,** provided by the Construction Manager**,** giving their approval and/or comments and suggestions. Samples and color selections are to be submitted by mail or delivery utilizing the Submittal Transmittal Record enclosed at the end of this section. Failure to use the Electronic or paper Submittal Transmittal Record will result in submittals being returned “without action”.
6. Include the following information:
   a. Dimensions.
   b. Identification of products and materials included by sheet and detail number.
   c. Compliance with specified standards.
   d. Notation of coordination requirements.
   e. Notation of dimensions established by field measurements.

D. Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, Subcontractor, submittal name, and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Architect's "action" marking. Submittals which are received from sources other than through the Construction Manager will be returned "without action".

E. By approving and submitting shop drawings, the Contractor thereby represents that he has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents prior to submitting to the Architect. Submittals which are received from sources other than through the Construction Manager will be returned without review, requiring re-submittal.

F. The Contractor shall make corrections required by the Architect and shall resubmit the required shop drawings until appropriately marked. All resubmittals shall be resubmitted by the Contractor within 14 days of receipt. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.

G. The Architect will review shop drawings only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate review of an assembly in which the item functions.

1. Only shop drawings, product data, and samples marked "No Exceptions Taken" or "Note Markings/Confirm" shall be considered "final" and used in conjunction with the work of this Project.

H. The Architect's review of shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's action relieve the Contractor from responsibility for errors or omissions in the shop drawings.

1. The Architect's review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and qualities, or for substantiating instructions 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 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 Architects approval of a specific item shall not indicate approval of an assembly of which it is a component.

I. Notations and remarks added to shop drawings by the Architect are to insure compliance to Drawings and Specifications and do not imply a requested or approved change to contract cost.

J. Should deviations, discrepancies, or conflicts between shop and contract drawings and Specifications be discovered, either prior to or after review, Contract Documents shall control and be followed. If any discrepancies are discovered, the Construction Manager shall be notified immediately.

K. The number of approved shop drawings and product data submittals shall be made on this Project for distribution purposes as directed by the Construction Manager.

L. Shop drawings not requested by the Architect/Engineer shall be returned without action.

M. Shop drawings will be marked as follows: Contractor shall take the following action for each respective marking:
   1. "NO EXCEPTIONS TAKEN"
   2. "NOTE MARKINGS" – Final but Restricted Release; Contractor may proceed with fabrication, taking into account the necessary corrections on submittal and with Contract Documents.
   3. "NOTE MARKINGS/RESUBMIT" – Contractor may proceed with fabrication, taking into account the necessary corrections. Corrected shop drawings shall be resubmitted before fabrication of this work is complete to obtain a different action marking. Do not allow drawings marked "Resubmit" to be used in connection with installation of the Work.
   4. "REJECTED" - Contractor will be required to resubmit shop drawings in their entirety. No fabrication or installation shall be started until shop drawings so marked have been completely revised, resubmitted, and marked by Architect according to preceding Paragraphs 1 or 2.

1.05 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
   1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information.
      a. Manufacturer's printed recommendations.
      b. Compliance with trade association standards.
      c. Compliance with recognized testing agency standards.
      d. Application of testing agency labels and seals.
      e. Notation of dimensions verified by field measurement.
      f. Notation of coordination requirements.

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
   a. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
   b. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

3. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities.
   a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
   b. Do not permit use of unmarked copies of Product Data in connection with construction.

B. In compliance with the OSHA Hazard Communication Standard (1910.1200, 08-24-1987)Contractors shall post at the site MSDS (Material Safety Data Sheets) for ALL products classified as hazardous that their firm has knowledge that they will be furnishing, using, or storing on the jobsite during the duration of this Project in accordance with OSHA standards. At the completion of the project, the Contractor shall turn their "MSDS" information directly over to the Owner with a receipt for the Owner to sign. A copy of the signed receipt only shall be submitted to the Architect.

1.06 SAMPLES

A. The Contractor shall submit to the Architect through Construction Manager triplicate samples to illustrate materials or workmanship, colors, and textures, and establish standards by which the Work will be judged.
   1. Submit full size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
      a. Mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
         1. Specification Section number and reference.
         2. Generic description of the sample.
         3. Sample source.
         4. Product name or name of the manufacturer.
         5. Compliance with recognized standards.
         6. Availability and delivery time.

b. Submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

1. Where variation in color, pattern, texture, and other characteristic is inherent in the material or product represented, submit at least 3 multiple units that show approximate limits of the variations.
2. Refer to other Specification Sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.

B. By approving and submitting samples, the Contractor thereby represents that he has determined and verified materials, catalog numbers, and similar data, and that he has checked and coordinated each sample with the requirements of the Work and of the Contract Documents prior to submitting to the Architect.

C. The Contractor shall resubmit the required number of correct or new samples until approved. All resubmittals shall be resubmitted by the Contractor within 14 days of receipt. The Contractor shall direct specific attention in writing or on resubmitted samples to revisions other than the changes requested by the Architect on previous submissions.

D. The Architect will review samples but only for conformance with the design concept of the Project and with the information given in the Contract Documents. The Architect's review of a separate item shall not indicate approval of an assembly in which the item functions.

E. The Architect's action shall not relieve the Contractor of responsibility for deviations from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of the deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's action relieve the Contractor from responsibility for errors or omissions in the samples.

F. Unless otherwise specified, samples shall be in triplicate and of adequate size to show function, equality, type, color, range, finish, and texture of material. When requested full technical information and certified test data shall be supplied.

1. Each sample shall be labeled, bearing material name and quality, the Contractor's name, date, project name, and other pertinent data.
2. Transportation charges to and from the Architect's office must be prepaid on samples forwarded.

G. Materials shall not be ordered until final review is received in writing from the Construction Manager. Materials shall be furnished, equal in every respect to reviewed samples. Where color or shade cannot be guaranteed, the maximum deviation shall be indicated by the manufacturer. Work shall be in accordance with the final reviewed samples.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 33 00

SUBMITTAL TRANSMITTAL RECORD

TO: The Skillman Corporation
Attn: David Yancey

Deliver to Jobsite

DATE:
TSC#: 218000.01
A/E #: 2017-105MHS
RE: New Hammond Middle/High School -BP 1

NOTE: ONLY ONE SPECIFICATION SECTION IS TO BE SUBMITTED PER TRANSMITTAL.

CONTRACTOR NAME:		SUBMITTED BY:	
BID CATEGORY NUMBER AND NAME:	BC NUMBER: BC NAME:		
SPECIFICATIONS SECTION NO:		IS THIS A RE-SUBMITTAL? ☐ YES ☐ NO	
SECTION NAME & DESCRIPTION:			
MANUFACTURER/ SUPPLIER:			
TYPE OF SUBMITTAL & NUMBER OF COPIES:			
☐ SHOP DRAWINGS ☐ PRODUCT DATA ☐ SAMPLES ☐ COLOR SELECTIONS ☐ CLOSE-OUT DOCUMENTS		ARCHITECT STAMP:	
REMARKS:			

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 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, Construction Manager or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
2. Divisions 02 through 26 Sections for specific test and inspection requirements.

1.03 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 or Construction Manager.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. 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.

E. Product Testing: Tests and inspections that are performed by an NRTL, and 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.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, ie., plant, mill, factory or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections or both. Testing laboratory shall mean the same as testing agency.

I. 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.

1.04 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 the 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 the Architect for a decision before proceeding.

1.05 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. Revise paragraph and subparagraphs below to suit Project. In the case of multiple contracts, consider assigning responsibility for coordination of submittals to one contract. See Evaluations.

D. 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 re-testing and re-inspecting.

E. 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.

1.06 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 is 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.

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. NVLP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
3. Meet requirements of ASTM E329, current edition "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction."
4. Laboratory qualifications for inspection, sampling and testing of soils and aggregates shall be comparable to the requirements of ASTM E329.
5. Testing Equipment: Calibrated at maximum 12-month intervals by devices of accuracy acceptable to the Architect.
6. Submit documentation of specified requirements.
7. All testing and inspection performed by testing laboratory shall be under direct supervision of a professional engineer licensed in state where Project is located. This professional engineer shall submit a letter certifying that all testing services are in conformance with standards and specifications as specified in these Contract Documents. Letter shall also certify that all tested and inspected items and procedures conform to Contract Documents, except where specifically noted on inspection reports.
8. All inspectors shall have at least one year of experience performing type of inspections to be performed on this Project. Qualifications and experience of proposed inspectors shall be submitted to the Architect for approval prior to beginning of the testing.

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. When testing is complete, remove test specimens, assemblies, mockups and laboratory mockups; do not re-use products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection and similar quality-assurance service to Architect, through Construction Manager, 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.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by the Architect or Construction Manager.
2. Notify the Architect and Construction Manager seven (7) days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain the Architect's and Construction Manager's approval of mockups before starting work, fabrication or construction.

    a. Allow seven (7) days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.07 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 the responsibility of the Owner.
3. Costs for re-testing and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

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.

    a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
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 01 Section "Submittal Procedures".

D. Re-testing/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. 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. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspecting equipment at Project site.

F. 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.

G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Construction Manager, testing agencies and each party involved in performance of portions of the Work where tests and inspections are required.

1.08 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency or special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying the Architect, Construction Manager and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection and similar quality-control service to the Architect, through the Construction Manager, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Re-testing and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to the Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for the Architect's and Construction Manager's reference during normal working hours.

3.02 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 01 Section "Cutting and Patching".

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are the Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 45 10 - TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 RELATED REQUIREMENTS

A. The Owner, through the Construction Manager, will employ and pay for services of an independent testing laboratory to perform specified inspection, sampling, and testing services.

B. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.

C. Certification of products and mill test reports: Respective Specifications Sections.

D. Inspection, sampling, and testing: Respective Specification Sections.

E. Related work specified elsewhere.
   1. Refer to Section 01 40 00 - Quality Requirements

1.03 QUALIFICATIONS OF LABORATORY AND SUBMITTALS

A. Meet requirements of ASTM E329, current edition, "Standards of Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as used in Construction."
   1. The term "agency" as used in Section 4 of ASTM E329 shall mean the local or closest office of said agency.

B. Laboratory qualifications for inspection, sampling, and testing of soils and aggregates shall be comparable to the requirements of ASTM E329.

C. Testing Equipment.
   1. Calibrated at maximum 12-month intervals by devices of accuracy acceptable to the Architect.

D. Submit documentation of specified requirements.

1.04 LABORATORY DUTIES, LIMITATIONS OF AUTHORITY

A. Provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction.
   1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
   2. Ascertain compliance with requirements of Contract Documents.

C. Promptly notify Construction Manager, Architect, and Contractor of irregularities or deficiencies of Work which are observed during performance of services.

D. Promptly submit three (3) copies of reports of inspections and tests to the Construction Manager, including the following information, as applicable.
   1. Date issued.
   2. Project title and number.
   3. Testing laboratory name and address.
   4. Name and signature of inspector.
   5. Date of inspection or sampling.
   6. Record of temperature and weather.
   7. Date of test.
   8. Identification of product and Specification Section.
   9. Location in project.
   10. Type of inspection or test.
   11. Observations regarding compliance with Contract Documents.

E. Perform additional services as required by Owner.

F. Laboratory is not authorized to:
   1. Release, revoke, alter, or enlarge on, requirements of Contract Documents.
   2. Approve or accept any portion of Work.
   3. Perform any duties of the Contractor.

1.05 CONTRACTORS' RESPONSIBILITIES

A. Cooperate with laboratory personnel to provide access to Work and to manufacturer's operations.

B. Assist laboratory personnel in obtaining samples at the site.

C. Notify laboratory sufficiently in advance of operations to allow for their assignment of personnel and scheduling of tests.

D. Should the Contractors fail to schedule laboratory services or fail to cancel laboratory services, if the need arises, all additional costs shall be borne by the Contractors.

E. Employ and pay for services of a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required when initial tests indicate work does not comply with Contract Documents.

1. Separate laboratory shall be approved by the Owner, Architect and the Construction Manager.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 45 10

SECTION 01 50 50 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 TEMPORARY EQUIPMENT AND WORK ITEMS

A. Provide the following listed temporary equipment and work items; maintain and remove same at completion where applicable.

1. Temporary heat, protective enclosures, concrete blankets, straw, etc., for specific items of work such as concrete on the exterior and in the interior prior to the enclosure of the building while cold or inclement weather conditions are encountered while proceeding with work as scheduled.
2. Temporary heat for field offices and storage buildings.
3. Grounded UL approved extension cords from work area to power source and any additional lighting required to perform the work, and as required by applicable laws, in addition to that provided in Section 01 51 10.
4. Restoration of areas damaged by construction operations.
5. Removal of snow, frost and ice for work continuance.
6. Drinking water for own employees if otherwise not available.
7. Receiving of materials at the site.
8. Barricades for protection of people and property, including fall protection at roofs, warning signs, traffic control signs, flashers, etc., in addition to barricades specified in Section 01 53 30.
9. Acceptable fire protection within five feet (5') of any burning, welding, cutting, or soldering operations.
10. Replace barricades removed for convenience or for access to the work.
11. Materials hoisting systems as required to expedite the work.
12. Fences around excavations.
13. Ladders, scaffolding and similar items for own employees in addition to the facilities provided under Section 01 52 10.

B. The Contractor erecting structural steel shall provide wire rope perimeter cabling in accordance with OSHA Standards, at the perimeters of elevated floors, elevated floor openings, and mezzanines.

1.03 SPECIAL TOOL REQUIREMENTS

A. Furnish all necessary power and hand tools to properly perform the work.

B. It is the individual Contractor's responsibility to make his own arrangements with the Electrical Contractor in the event special power requirements are needed for his special tools.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 50 50

SECTION 01 51 10 - TEMPORARY ELECTRICITY, LIGHTING & WARNING SYSTEMS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 TEMPORARY ELECTRICAL AND LIGHTING - NOT USED

1.03 TEMPORARY WARNING SYSTEMS

A. Contractor shall provide temporary emergency systems, warning systems in accordance with IOSHA standards. Contractor to provide alarm stations consisting of an area plan showing alarm station location, escape routes to nearby exits, and a distinctive alarm capable of being heard above ambient noise levels. Remove temporary systems after permanent systems are operational. Refer to Specifications Section 01 57 60 for alarm codes to be included on area plan.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 51 10

SECTION 01 51 50 - TEMPORARY WATER

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 TEMPORARY CONSTRUCTION WATER

A. Provide temporary water service at a convenient location, maintain the service and remove same at completion.
   1. Tie-in may be made to the Owner's existing system.
   2. The Owner will pay for all temporary construction water.

B. If it is not practical to tie into Owner's existing water service, the Contractor shall make arrangements for a temporary service as required, pay for all water usage, and remove temporary service before final clean-up of the Project.

1.03 DRINKING WATER

A. Provide chilled potable drinking water for all construction personnel in general location.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 51 50

SECTION 01 51 60 - TEMPORARY SANITARY FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 TEMPORARY SANITARY FACILITIES

A. Provide portable type toilets until sewer service is available; "Saniprep" units, or approved equal facilities.

B. Provide temporary flushing type toilets when water and sewer service is available at a permanent location in the building.

C. Maintain lavatories when existing facilities are approved for use.

D. Adequate facilities shall be provided for all workmen on the Project and in no case less than those required by applicable federal law(s).

E. This Contractor will provide necessary paper goods and soap.

F. Keep facilities clean and sanitary.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 51 60

SECTION 01 51 80 - TEMPORARY FIRE PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 FIRE PROTECTION

A. Provide adequate fire protection and fire prevention for the Project and in no case less than that required by applicable federal law(s).

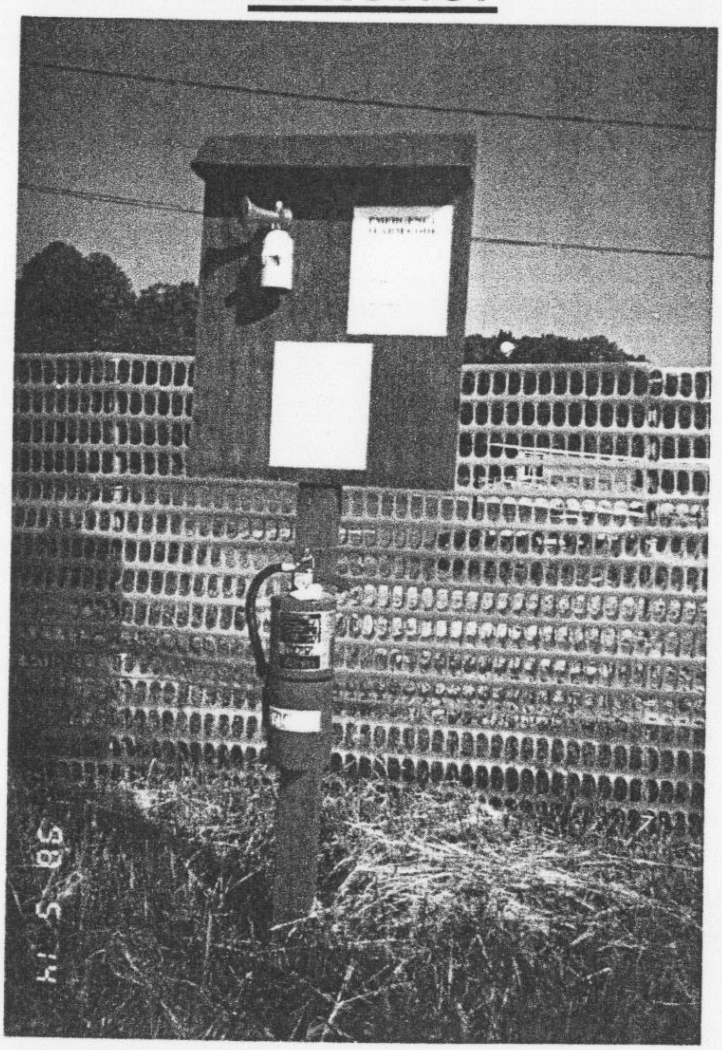
1. Minimum provisions, unless otherwise required by law(s), shall be 10# capacity ABC type fire extinguishers, plainly marked and easily accessible, in each area where work is in progress.

2. Provide wood standards for fire extinguishers and emergency alarm stations. The 2' x 3' plywood panel shall be painted green. The base shall be painted red. Six interior standards and two exterior standards are required.

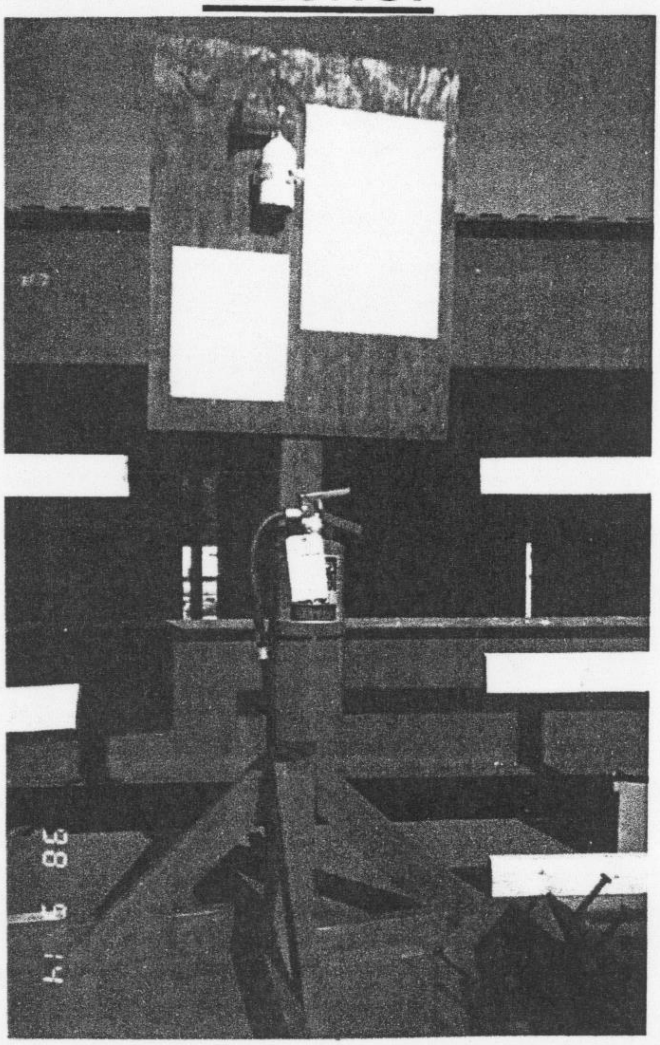
PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 51 80

Exterior



Interior



SECTION 01 52 10 - CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 CONSTRUCTION AIDS

A. Provide and maintain temporary gang ladders, stairs, ramps, runways, platforms and other such facilities and equipment for proper access to the Work for all Contracts, and in no case less than those required by applicable Federal, State, and local law(s).

1.03 TEMPORARY ENCLOSURES- NOT USED

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 52 10

SECTION 01 52 60 - RUBBISH CONTAINER

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 RUBBISH CONTAINER

A. Provide dumpster type rubbish container or containers sized adequate for the Project waste, debris and rubbish for all Contractors, for the duration Bid Package No. 1 ending on or about November 2019.

B. Dispose of container contents weekly or at more frequent intervals if required by inadequate container capacity.

1.03 TRASH CHUTES

A. Erect suitable, closed, relatively dust-free chutes for the use by all trades during construction above ground floor. No material or debris will be permitted to drop free.
   1. Coordinate this installation with the Construction Manager and other Contractors.

END OF SECTION 01 52 60

SECTION 01 53 10 - FENCES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCHEDULING

A. Provide temporary fencing to outline limits of site usage prior to start of other work as required by Contract Documents.

B. The existing and temporary fence and gates shall remain onsite until on or about February 2021. The future **Bid Package Contractor** is responsible to remove all of the existing fencing and gates on the School premises.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Fencing to be 6' high chain link with gates as indicated on Drawings. Fabric to be 9 ga. galvanized wire mesh. (Allow for 630 Lineal Feet).

B. Allow for 400 Lineal Feet of plastic construction fencing.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Install construction fencing where indicated and around temporary structures, storage areas, roadways and other hazards as required for safety and security.

B. Space posts 6' o.c. and drive 3' into ground. Fasten fence to each post with five (5) fasteners.

C. Space posts 10' o.c. and drive 3' into ground. Fasten fence to each post with five (5) fasteners.

D. Provide gate posts and gates for three (3) 20'-0" side openings (each opening to contain two (2) 10'-0" leaves) with forked type or plunger type latch to permit operation from either side of gate with padlock eye as an integral part of latch. Provide keyed alike locks to distribute to Construction Managers and other Primes.

3.02 MAINTENANCE

A. Maintain fencing in good repair until completion of the Project unless directed otherwise by the Construction Manager.

B. Relocate fencing if necessary due to construction progress when directed by the Construction Manager.

C. Remove fencing and existing fencing that is currently onsite when directed by the Construction Manager. This shall be on or about June 2021.

END OF SECTION 01 53 10

SECTION 01 53 20 - TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 JOB CONDITIONS

A. Existing Conditions
   1. Inspect all trees and plants near building site.

B. Scheduling
   1. Protective fencing shall be in place before commencement of any other work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Fencing shall be new plastic snow-type fencing, 4' high. Posts shall be heavy-duty studded steel T-posts, 1-3/8" x 1-3/8" x 7/64" thick by 4' tall.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Trees to be protected shall have fencing placed completely around the tree at the full spread of the branches.

B. Plants to remain shall have fencing placed completely around individual or groups of plants 1' beyond edge of plants.

C. Existing lawn and other areas to be left undisturbed shall have fencing placed where indicated or as required for protection.

D. Space posts 6' o.c. and drive 3' into the ground. Fasten fence to each post with five (5) fasteners.

E. Place warning signs on tree protective fencing stating "Do Not Store Materials Within Fence".

3.02 MAINTENANCE

A. Maintain fencing in good repair until completion of the Project unless directed otherwise by the Construction Manager.

B. Remove fencing when directed by the Construction Manager.

END OF SECTION 01 53 20

SECTION 01 53 30 - BARRICADES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 BARRICADES

A. The **Bid Category No. 3 Contractor** shall furnish and install wire rope perimeter cabling in accordance with OSHA at elevated floor slab edges and openings framed of steel.
   1. Cabling shall be erected prior to placing of concrete slabs.

B. The **Bid Category No. 3 Contractor** shall provide and maintain OSHA approved toe boards at all elevated floor slab edges and openings.
   1. Maintain and relocate as the work progresses the cabling installed by the Structural Steel Contractor and toe boards installed by this contract.
   2. Dismantle and discard the cabling installed by the Structural Steel Contractor and toe boards installed by this contract when no longer of service.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 53 30

SECTION 01 54 60 - ENVIRONMENT PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 APPLICABLE REGULATIONS

A. In order to prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities of the Contractor and his Subcontractors in the performance of this Contract, they shall comply with all applicable federal, state, and local laws, and regulations concerning environmental pollution control and abatement as well as the specific requirements stated elsewhere in the Contract Documents.

1.03 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

A. All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Architect so that the proper authorities may be notified.

1.04 PROTECTION OF WATER RESOURCES

A. The Contractor shall not pollute water resources with fuels, oils, bitumens, calcium chloride, acids, or harmful materials. It is the responsibility of the Contractor to investigate and comply with all applicable federal, state, county, and municipal laws concerning pollution of rivers and streams. All Work under this Contract shall be performed in such a manner that objectionable conditions will not be created in water resources through or adjacent to the Project areas.

1. Spillages: At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, grease, bituminous materials, waste washings, herbicides and insecticides, and cement from entering water resources.
2. Disposal: If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated, disposed of as directed by the Architect, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of the Contractor.

1.05 PROTECTION OF FISH AND WILDLIFE

A. The Contractor shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. Fouling or polluting of water will not be permitted. Wash waters and wastes shall be processed, filtered, ponded, or otherwise treated prior to their release into the storm sewers or streams.

1.06 PROTECTION OF MONUMENTS, MARKERS AND ART WORK

A. Monuments and markers shall be protected before beginning operations near them.

1.07 MAINTENANCE OF ENVIRONMENT PROTECTION CONTROL FACILITIES DURING CONSTRUCTION

A. During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control under this Contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 54 60

SECTION 01 54 80 - UTILITY PROTECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 PROTECTION

A. Existing utility lines and structures indicated or known, and utility lines constructed for this Project shall be protected from damage during construction operations.

B. Locate and flag all lines and structures before beginning excavation and other construction operations.

1.03 REMOVAL AND RELOCATION

A. When utility lines and structures that are to be removed or relocated are encountered within the area of operations, notify the Construction Manager and affected utility in ample time for the necessary measures to be taken to prevent interruption of the services.

1.04 UNKNOWN LOCATIONS

A. Damage to existing utility lines or structures not indicated or known shall be reported immediately to the Construction Manager and the affected utility. If determined that repairs are required under the Contract, the cost of such repairs will be covered by Change Order.

B. Record locations of utility lines or structures on "Project Record Drawings" maintained at the jobsite by the Construction Manager.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 54 80

SECTION 01 55 00 - ACCESS ROADS AND PARKING AREAS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 REQUIREMENTS INCLUDED

A. Access Roads.

B. Parking.

C. Existing Pavements and Parking Areas.

D. Permanent Pavements and Parking Facilities.

E. Maintenance.

F. Removal, Repair.

PART 2 - PRODUCTS

2.01 MATERIALS

A. For Temporary Construction: Crushed limestone (INDOT #53), this is to be provided by the **Bid Category No. 1 Contractor**. The temporary access roads are identified on Civil Drawing Sheet C-003.1 Phasing Plan and CE101.1 SWPPP. At the end of construction remove all stone outside the building and all stone that, in the opinion of the Construction Manager, is too contaminated to reuse. Re-grade the areas to their original and specified condition.

PART 3 - EXECUTION

3.01 PREPARATION

A. Clear areas and provide surface (and storm) drainage of premises and adjacent areas.

B. When practicable, coordinate use of permanent roads and parking areas with Paving Contractor.

3.02 ACCESS ROADS

A. Construct temporary (all-weather) access roads from public thoroughfares to serve construction area, of a width and load- bearing capacity to provide unimpeded traffic for construction purposes.

B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

C. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.

D. Location as approved by Construction Manager.

E. Provide unimpeded access for emergency vehicles. Maintain twenty-foot (20') width driveways with turning space between and around combustible materials.

F. Provide and maintain access to fire hydrants and control valves free of obstructions.

3.03 PARKING

A. Permanent characteristic will be provided per the Guideline Schedule and the Phasing Plan

3.04 EXISTING PAVEMENTS AND PARKING AREAS

A. (Designated) existing onsite streets and driveways may be used for construction traffic. Tracked vehicles not allowed.

3.05 PERMANENT PAVEMENTS AND PARKING FACILITIES

A. (Prior to Substantial Completion) base for permanent roads and parking areas may be used for construction traffic. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

3.06 MAINTENANCE

A. Maintain traffic and parking areas in sound condition, free of excavated material, construction equipment, products, mud, snow, and ice.

B. Maintain existing and permanent paved areas used for construction, promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original or specified condition.

3.07 REMOVAL AND REPAIR

A. Remove temporary materials and construction when permanent paving is usable.

B. Remove underground work and compacted materials to a depth of two feet (2'); fill and grade site as specified.

C. Repair existing and permanent facilities damaged by usage to original and specified condition.

END OF SECTION 01 55 00

SECTION 01 56 20 - DUST CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 QUALITY ASSURANCE

A. Comply with the requirements of the Air Pollution Control Board of the State of Indiana and other specified requirements.

1.03 DUST CONTROL

A. The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas on or off site free of dust.

B. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment, or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times; and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Sprinkling that causes much tracking of public roads will not be allowed and other approved methods must be used.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 56 20

SECTION 01 56 30 - WATER CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 WATER CONTROL

A. Protect excavations, trenches and structure from damage by rain water, ground water, backing-up of drains and sewers and from all other water.

B. Install approved temporary erosion control devices when discharge velocity of pumping equipment causes soil erosion at the point of discharge.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 56 30

SECTION 01 56 80 - EROSION CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 QUALITY ASSURANCE

A. Conform to requirements of regulatory agencies as called for in the General Conditions.
   1. The following list is included as a bidding and construction aid and does not necessarily represent all affected agencies.
      a. Environmental Protection Agency.
      b. Corps of Engineers.
      c. Department of Agriculture, Soil Conservation Service.
      d. State of Indiana, Stream Pollution Control Board.
      e. State of Indiana, Department of Natural Resources, Division of Water.
      f. County and municipal regulatory agencies.

B. Reference Standards.
   1. The latest issues of the following documents form a part of this Specification to the extent indicated hereinafter.
      a. Indiana Department of Transportation, "Standard Specification" (INDOT).
      b. U.S. Department of Agriculture, Soil Conservation Service, Agriculture Information Bulletin 343, "Controlling Erosion on Construction Sites".

PART 2 - PRODUCTS

2.01 MATERIALS

A. Mulches and Binding Material.
   1. Straw bales shall be wire bound, unweathered, wheat straw containing no viable seeds of noxious weeds as defined by Indiana Seed Law.
      a. When bales are used for sediment traps, provide two (2) 36" stakes per bale.

PART 3 - EXECUTION

3.01 INSTALLATION

A. General:

1. Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits.
2. Temporary erosion and sediment control measures such as berms, dikes, drains, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative.
3. The area of bare soil exposed at any one time by construction operations should be held to a minimum. Stream crossing by fording with equipment shall be limited to control turbidity and in areas of frequent crossings temporary culverts or bridge structures shall be installed. Any temporary culverts or bridge structures shall be removed upon completion of the Project.
4. Fills and waste areas shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

B. Temporary anti-mud tracking road and wheel wash area.

1. Verify removal of topsoil as specified in the appropriate specification section.
2. Spreading of compacted aggregate shall comply with IDOTSS 303.09.
3. Renew surface as often as required to provide 100% protection against mud tracking on public roads.
4. Remove as required for installation of other work as required by work sequence schedule. Clean wheel sediment trap to maintain basin.

C. Straw Bale Sediment Filters.

1. Install straw bales (laid end to end) for erosion and sediment traps. Bales generally are to be placed along a line twenty feet (20') beyond toe of slopes, around sediment settling basins, wheel wash areas, and other such locations as indicated. Remove sediment before it reaches the 1/3 point on the bales. Maintain bales in position until permanent grass is sown and mulched.

D. Diversion ditches, sediment basins and erosion repair.

1. Construct diversion ditches along the top of all slopes, provide chutes along the slopes from diversion ditches to sediment basins located at the toe of slopes. Ditches, chutes and sediment basins to be large enough to carry a one-year storm of 30 minutes duration. Chute to be constructed of polyethylene sheeting or other approved material. Repair all slope and ditch erosion after each rainfall and clean sediment basins to maintain capacity. Maintain all work until installation of permanent lawn or planting. Remove when and as directed.

2. Readjust location of control devices when and as necessary to prevent sediment from entering streams or sewers.

3.02 MAINTENANCE

A. Sediment Traps and Diversion Ditches

1. Maintain until installation of permanent construction.
2. Remove sediment and redistribute on site where directed. Maximum allowable depth of sediment in any trap shall be 33%.

END OF SECTION 01 56 80

SECTION 01 56 90 - HOUSEKEEPING & SAFETY

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 PURPOSE

A. The purpose of this Section is to define and emphasize the responsibilities of the Construction Manager and each Contractor to keep the work site orderly, clean and safe for everyone.

1.03 HOUSEKEEPING REQUIREMENTS

A. Each Contractor shall execute housekeeping to keep his work, the site and adjacent properties free from accumulations of construction operations and as follows:

1. Clean up all waste materials, rubbish and debris resulting from his own operations at such frequencies as required by the Construction Manager; but as a minimum on a daily basis.
2. Organize and secure materials, equipment, offices in assigned areas. Maintain administrative areas in an orderly fashion and relocate as necessary to facilitate the sequence of construction.
3. Participate in joint clean up as directed by the Construction Manager.
4. Utilized established break areas and ensure employees and subcontractors do not bring food or drink into the work area.
5. Enforce No Smoking Policies.

B. The Construction Manager shall be responsible for the following items:

1. Assign locations of and responsibility for site operations and logistics to include parking, storage, project offices, break areas, rubbish containment facilities and other administrative project requirements.
2. Oversee cleaning and ensure the building and grounds are maintained free from accumulations of waste materials, rubbish, and debris.
3. The Construction Manager may, from time to time schedule joint trade clean-up times in which all Contractors shall provide labor, in proportion to the manpower employed during the time period, to clean up all debris.

C. **Each Contractor** is financially responsible for his own housekeeping operations. Clean-up must be timely as well as thorough in order to meet safety regulations and permit other Contractors to perform without hindrance from dirt and debris. ***Failure to perform daily cleaning to the satisfaction of the Construction Manager will result in a $500/day fine.***

D. The cost of this work shall be included in the Contractor's Bid and must appear as a line item on the "Schedule of Values" as 1% of the total contract amount.

E. Each Friday afternoon, or as designated by the Construction Manager, and more often if necessary, the Contractors, **as assigned by the Construction Manager,** shall perform an overall cleanup of the entire Project. Each Contractor will be required to provide one (1) worker for two (2) hours minimum to participate in general building and site clean-up. This work will be directed by the Construction Manager. **Failure to participate in the clean up as assigned by the Construction Manager will result in a $500 fine.**

1.04 SAFETY REQUIREMENTS

A. Each Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of their work including:

1. Protection of their employees and those around them that may be affect by their work.
2. Providing and maintaining an up-to-date HAZCOM and Safety Plan on file in the Construction Managers office. No contractor may mobilize or work on the site without said plan on file in the Construction Managers Office. MSDS must be kept current for materials utilized on the job site.
3. Identifying and notifying the Construction Manager of hazards whether a result of their operations or operations affecting or may affect their employees on project.
4. Each Contractor will employ and identify a “competent person” as defined by OSHA for each of its operations in accordance with OSHA/IOSHA/MIOSHA regulations.

B. Construction Manager will coordinate the safety plans of each contractor and notify the Owner of any known hazards that may affect the site.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Each Contractor shall provide his own cleaning materials and equipment.
B. Ensure that current Material Safety Data Sheets are on file in the HAZCOM and Safety Plan in the Construction Manager’s Office.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute cleaning to ensure that building, grounds, public and adjacent properties are maintained free from accumulations of waste materials and rubbish.

B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.

C. Daily during progress of work, clean site and public properties and deliver waste materials, debris and rubbish to dumpster.

D. Leave no Trash or Debris in the building or uncontained on the site overnight.

E. Remove debris from concealed spaces before enclosing the space.

F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

G. Store volatile wastes in covered metal containers and remove from premises daily.

H. Prevent accumulation of wastes which create hazardous conditions.

I. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish and waste materials on Project site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

J. Clean exposed surfaces and protect as necessary to maintain them free from damage and deterioration through Substantial Completion.

END OF SECTION 01 56 90

SECTION 01 57 60 - PROJECT SIGNS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

B. Allow for six (6) Information and Traffic Control signs to be installed on the Project, size 4' x 4' (see following page for layout).

C. Allow for one (1) Project Visitor Safety First sign to be installed on Project, size 4' x 6' (see following page for layout).

D. Allow for one (1) Project sign to be installed on Project, size 6’ x 8’ (see following page for layout).

PART 2 - PRODUCTS

2.01 MATERIALS

A. Face: 1/2" thick laminated signboard, exterior type with smooth faces for paint finish.

B. Posts: Structural lumber with smooth faces for paint finish.

C. Finish: Wood primer and enamel finish coat of paint as approved by Construction Manager.

3.01 SIGNS

A. Provide and maintain adequate signage to control construction traffic and site visitors.
   1. Text will be per the Skillman Corporation sign standards. Camera ready art and sign purchase is available through Reprographic Arts Signs at (219) 872-9111.
   2. Remove signage when directed by Construction Manager.

B. Provide a painted job identification sign, professionally lettered and maintained, giving name of Project, the names and addresses of the Owner, the Architect, and the Construction Manager. Text, color, and size of letters will be provided by the Construction Manager - see sign standard.
   1. Size shall be 72" x 96".
   2. Signs shall have text on two sides.
   3. Text will be per the Skillman Corporation sign standards. Camera ready art and sign purchase is available through Reprographic Arts Signs at (219) 872-9111, if so desired.
   4. Remove signage when directed by Construction Manager.

PROJECT VISITOR SIGN

Sign Specifications:

- **All signs to be constructed from ½" laminated signboard.**
- **Sign dimensions 4" x 6' with**
- **All backgrounds of all jobsite signs – red (PMS 1807)**
- **Trade Gothic Font with White Lettering**

INFORMATION & TRAFFIC CONTROL SIGNS

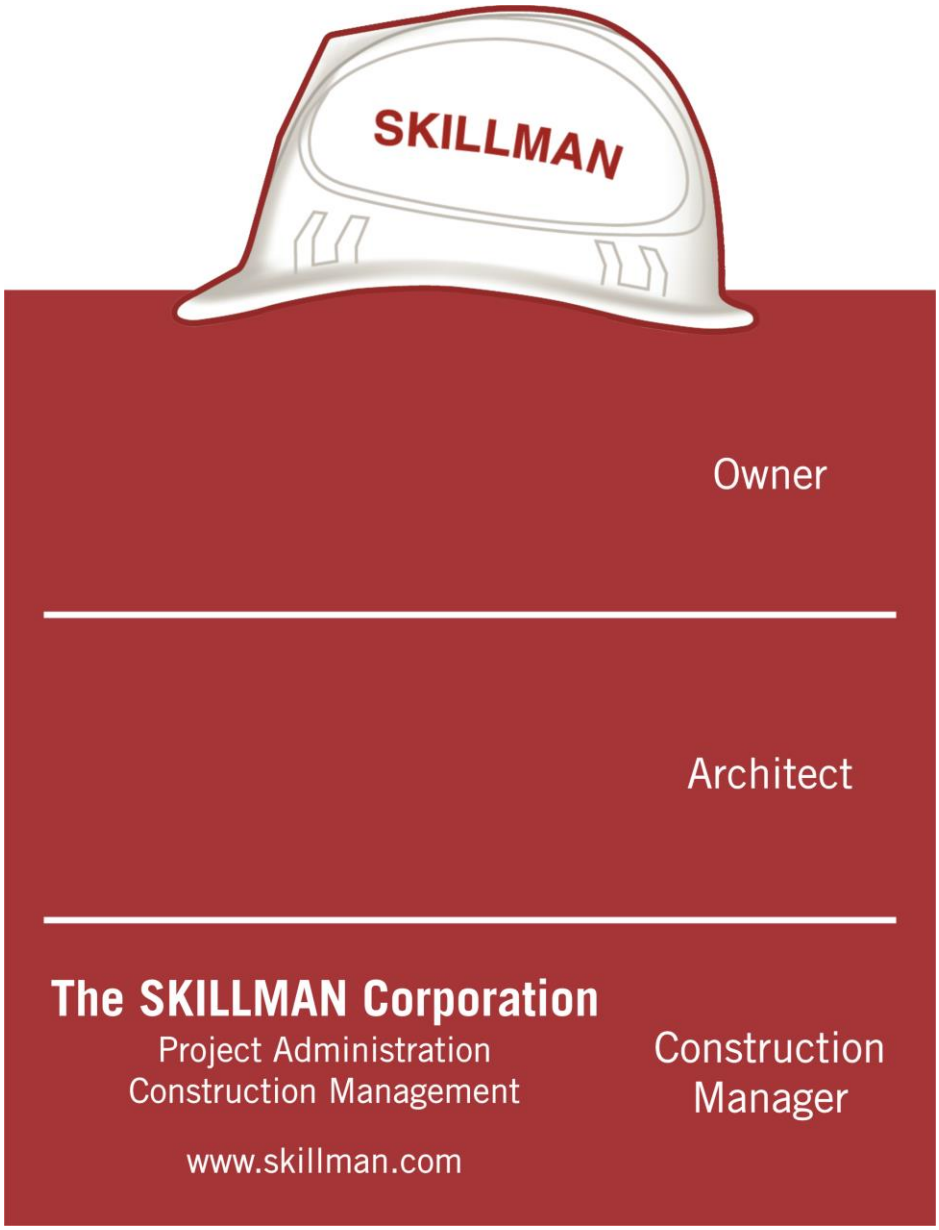
<u>Sign Specifications:</u>

- **White Lettering**
- **Signs to be constructed from ½" laminated signboard.**
- **Sign dimensions 4' x 4'**
- **Background of signs - red (PMS 1807)**
- **4" x 4" wood posts.**

<u>TEXT - White lettering in Trade Gothic font and white directional arrows as required:</u>

- **Construction Entrance**
- **Construction Deliveries/Hours ? to ?**
- **Construction Managers Office**
- **Construction Parking**
- **Construction Traffic**
- **Construction Parking Area**

PROJECT SIGN



Sign Specifications:

- **White Lettering with Trade Gothic Font**
- **Signs to be constructed from ½" laminated signboard.**
- **Sign dimensions 6' x 8'**
- **Background of signs - red (PMS 1807)**
- **4"x 4" wood posts.**

END OF SECTION 01 57 60

SECTION 01 59 20 - OFFICES AND SHEDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 TEMPORARY STRUCTURES

A. Temporary structures required for offices, storage or other purposes in the performance of the Work, shall be located and erected only with approval of the Construction Manager and Owner and shall be removed and the premises shall be cleaned of all debris when directed. The vacated area shall be restored to the original condition when necessary.

B. All temporary work sheds and offices, if of combustible construction, shall be located at least thirty feet (30') from the building.

C. Contractors requiring power to temporary structures will make their own arrangements for such power as provided in Section 01 51 10.

D. Relocation costs by CONTRACTOR - one time.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 59 20

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

1.02 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
   1. Product standards and quality.
   2. Substitutions
   3. Manufacturer's directions
   4. Warranties
   5. Material delivery and responsibilities
   6. Protection
   7. Acceptance of equipment or systems

B. It is the intent of the Specifications and Drawings to accomplish a complete and first-grade installation in which there shall be installed new materials and products of the latest and best design and manufacturer. Workmanship shall be thoroughly first-class and complete, executed by competent and experienced workmen.

C. Equipment, specialties, and similar items shall be checked for compliance and fully approved prior to installation. Contractors are cautioned that work or equipment installed without approval is subject to condemnation, removal, and subsequent replacement with an approved item without extra remuneration.

D. Related Work Specified Elsewhere
   1. Section 00 10 00 - Instructions to Bidders
   2. Section 01 33 00 - Submittal Procedures

1.03 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as “specialties,” “systems,” “structure,” “finishes,” “accessories,” and similar terms. Such terms are self explanatory and have well recognized meanings in the construction industry.
   1. “Products” are items purchased for incorporation in the Work, whether purchased for the project or taken from previously purchased stock. The term “product” includes the terms “material,” “equipment,” “system,” and terms of similar intent.

2. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

B. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.

C. "Equipments" is a product with operational parts, whether motorized or manually operated, that require service connections, such as wiring or piping.

1.04 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products for use on the project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
   1. Each prime contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate contractors.
   2. If a dispute arises between prime contractors over concurrently selectable, but incompatible products, the Architect will determine which products shall be retained and which are incompatible and must be replaced.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
   1. Schedule delivery to minimize long term storage at the site and to prevent over crowding of construction spaces.
   2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
   5. Store products of the site in a manner that will facilitate inspection and measurement of quality or counting of units.

6. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 PRODUCTS

2.01 PRODUCT STANDARDS AND QUALITY

A. The Contract is based on the materials, equipment, and methods described in the Contract Documents.

B. Where in the Drawings and Specifications certain products, manufacturer's trade names, or catalog numbers are given, it is done for the expressed purpose of establishing a basis of quality, durability, and efficiency of design in harmony with the work outlined and is not intended for the purpose of limiting competition.

C. The Architect will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Architect to evaluate the proposed substitution.

D. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this Work by the Architect.
1. Refer to Section 00 10 00 - Instructions to Bidders.

E. "Or equal":
1. Where the phrase "or equal" or "or equal as approved by the Architect" occurs in the Contract Documents, do not assume that material, equipment, or methods will be approved as equal by the Architect unless the item has been specifically approved for this Work by the Architect in an Addendum.
2. The decision of the Architect shall be final.

F. Availability of Specified Items:
1. Verify prior to bidding that specified items will be available in time for installation during orderly and timely progress of the Work.
2. In the event specified item or items will not be so available, so notify the Architect prior to receipt of bids.
3. Costs of delays because of nonavailability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.

G. Separate Substitute Bids: Bidders may, if they wish, submit additional, completely separate bids using materials and methods other than those described in these

Contract Documents, provided that substitutions are clearly identified and described and that the bid is in accordance with the provisions of the Contract Documents. Refer to Instructions to Bidders.

H. Where the questions of appearance, artistic effect, or harmony of design are concerned, the Architect reserves the right to refuse approval of substituted products proposed to be substituted for that specified, if in his opinion the item to be substituted is not harmonious to the finished effect and appearance desired, as portrayed in the Drawings and Specifications. The Architect's said refusal to approve, established by this paragraph, is final and not subject to arbitration.

2.02 SUBSTITUTIONS

A. Substitutions: Changes in products, materials of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests of substitutions. The following are not considered to be requests for substitutions.

1. Substitutions requested during the bidding period, accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to the Contract Documents requested by the Owner or Architect.
3. Specified options of products and construction methods included in the Contract Documents.
4. The Contractor’s determination of and compliance with governing regulations and orders issued by governing authorities.

B. Conditions: The Architect will receive and consider the Contractor’s request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements:

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the Contract Documents.
3. The request is timely, fully documented, and properly submitted.
4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner’s additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.

6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
8. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitutions provides the required warranty.
9. Where a proposed substitution involves more than one prime contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.

2.03 MANUFACTURER'S DIRECTIONS

A. Manufactured products shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's printed directions, unless herein specified to the contrary. Where manufacturer's printed directions are available and where reference is made to manufacturer's directions in the Specifications, the Contractor shall submit two 2 copies of such directions through the Construction Manager to the Architect prior to the beginning of Work covered thereby.

B. Where specific installation instructions are not part of these Specifications and Drawings, equipment shall be installed in strict accordance with instructions from the respective manufacturers. Where installation instructions included in these Specifications or Drawings are at a variance with instructions furnished by the equipment manufacturer, the Contractor shall make written request for clarification from the Architect.

C. In accepting or assenting to the use of apparatus or material, or make, or arrangement thereof, the Architect in no way waives the requirements of these Specifications or the warranty embodied therein.

2.04 WARRANTIES

A. Specific warranties or bonds called for in the Contract Documents, in addition to that falling under the general warranty as set forth in General Conditions, shall be furnished in accordance with the requirements of the Specifications.
1. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

2. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
   a. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

B. Each Contractor shall and does hereby agree to warrant for a period of one year, or for longer periods, where so provided in the Specifications, as evidenced by the date of Substantial Completion issued by the Architect, products installed under the Contract to be of good quality in every respect and to remain so for periods described herein.

C. Should defects develop in the aforesaid Work within the specified periods, due to faults in products or their workmanship, the Contractor hereby agrees to make repairs and do necessary Work to correct defective Work to the Architect's satisfaction, in accordance with the amended General Conditions. Such repairs and corrective Work, including costs of making good other Work damaged by or otherwise affected by making repairs or corrective Work, shall be done without cost to the Owner and at the entire cost and expense of the Contractor within 14 days after written notice to the Contractor by the Owner.
   1. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
   2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

D. Nothing herein intends or implies that the warranty shall apply to Work which has been abused or neglected or improperly maintained by the Owner or his successor in interest.

E. Where service on products is required under this Article, it shall be promptly provided when notified by the Owner and no additional charge shall be made, unless it can be established that the defect or malfunctioning was caused by abuse or accidental damage not to be expected under conditions of ordinary wear and tear.

F. In the event movement in the adjoining structure or components causes malfunctioning, the Contractor responsible for the original installation of the adjoining structure or components shall provide such repair, replacement, or correction necessary to provide for proper functioning to bring the equipment back into the same operating condition as approved at the completion of the building.

G. The manufacturer and supplier expressly warrant that each item of equipment furnished by him and installed in this Project is suitable for the application shown and specified in the Contract Documents and includes features, accessories, and performing characteristics listed in the manufacturer's catalog in force on the date bids are requested for the Work. This warranty is intended as an assurance by the manufacturer that his equipment is not being misapplied and is fit and sufficient for the service intended. This warranty is in addition to and not in limitation of other warranties or remedies required by law or by the Contract Documents. It shall be the responsibility of the Contractor for the particular equipment to obtain this warranty in writing.

H. In case the Contractor fails to do Work so ordered, the Owner may have work done and charge the cost thereof against monies retained as provided for in the Agreement and, if said retained monies shall be insufficient to pay such cost or if no money is available, the Contractor and his Sureties shall agree to pay to the Owner the cost of such Work.

2.05 MATERIAL DELIVERY AND RESPONSIBILITIES

A. Each Contractor shall be responsible for materials he orders for delivery to the jobsite. Responsibility includes, but is not limited to, receiving, unloading, storing, protecting, and setting in place; ready for final connections. Each Contractor will coordinate jobsite storage with the Construction Manager.

1. The Owner will not be responsible for deliveries related to the construction or operation of the Contractor. The Owner cannot sign delivery forms for the Contractor.

B. Contractors shall insure that products are delivered to the Project in accordance with the Construction Schedule of the Project. In determining date of delivery, sufficient time shall be allowed for shop drawings and sample approvals, including the possibility of having to resubmit improperly prepared submittals or products other than those specified and the necessary fabrication or procurement time along with the delivery method and distance involved.

2.06 PROTECTION

A. Each Contractor shall protect building elements and products when subject to damage. Should workmen or other persons employed or commissioned by one Contractor be responsible for damage, the entire cost of repairing said damage shall be assumed by said individual Contractor. Should damage be done by a person or persons not employed or commissioned by a Contractor, the respective Contractors shall make repairs and charge the cost to the guilty person or persons. The affected Contractors shall be responsible for collecting such charges. If the person or persons responsible for damage cannot be discovered, full and satisfactory repairs shall be

made by the respective Contractor, and the cost of Work shall be prorated against each Contractor.

B. The respective Contractors shall protect their products prior to installation and final acceptance. Storage shall be dry, clean, and safe. Materials or equipment damaged, deteriorated, rusted or defaced due to improper storage, shall be repaired, refinished, or replaced, as required by the Architect. Products lost through theft or mishandling shall be replaced by the Contractor without cost to the Owner.

2.07 ACCEPTANCE OF EQUIPMENT OR SYSTEMS

A. The Owner will not accept the start of the warranty period on systems or equipment until Substantial Completion is issued to the respective Contractor(s) for Owner's occupancy of the building, in part or whole. Each Contractor shall make such provisions as required to extend the manufacturer's warranty from time of initial operation of systems or equipment until Substantial Completion is given in writing.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 72 00 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section includes administrative and procedural requirements for field engineering services including, but not limited to, the following:
   1. Construction layout.
   2. Field engineering and surveying.
   3. Anchor bolt location survey.

1.03 SUBMITTALS

A. Qualification Data: For land surveyor to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects, owners, and Construction Managers and other information specified.

B. Record Log: upon request

C. Anchor Bolt Survey: upon completion of the Anchor Bolt installation.

D. Certified Survey of foundation walls and site improvements: upon completion.

E. Report discrepancies found during Construction Layout to the Architect and Construction Manager in writing before proceeding with the work.

F. Request for Information: Upon discovery of items needing clarification in the Contract Documents.

1.04 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 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 electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

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.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

3.02 PREPARATION

A. Existing Utility Information: Furnish information to Construction Manager that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: **Within 21 days after notice to proceed**, take field measurements as required to fit the Work properly. Where portions of the Work are indicated to fit to existing construction, verify dimensions of existing construction by field measurements before proceeding with the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Construction Manager. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.03 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Anchor Bolt Survey Location: On completion of anchor bolt installation and prior to erecting steel, the **Bid Category No. 2 Contractor** shall prepare a certified survey showing dimensions, locations, angles, and elevation of anchor bolts. The as built drawings shall be submitted to the **Bid Category No. 3 Contractor**.

F. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Make the log available for reference by Architect and Construction Manager.

3.04 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Construction Manager. Report lost or destroyed permanent benchmarks or control points to Construction Manager before proceeding.
2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, submit in triplicate, a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

END OF SECTION 01 72 00

SECTION 01 72 50 - WORK LAYOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 LAYOUT

A. Each Contractor shall be responsible for the layout of his work and the coordination of his work with other trades.

B. Verify all grades, lines, levels and dimensions as shown on Drawings and report any errors or inconsistencies to the Construction Manager before commencing work.

C. Dimensions shall not be scaled from the Drawings.

PART 2 - PRODUCTS, PART 3 - EXECUTION (Not Used)

END OF SECTION 01 72 50

SECTION 01 73 10 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 CUTTING AND PATCHING

A. Definition: "Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
   1. "Cutting and patching" is performed for the coordination of the Work, to uncover work for access or inspection, to obtain samples for testing, to permit alterations to be performed or for other similar purposes.
   2. Cutting performed during the manufacture of products, or during the initial fabrication, erection or installation process is not considered to be "cutting and patching" under this definition. Drilling of holes to install fasteners and similar operations is also not considered to be "cutting and patching".
   3. "Demolition" and "Selective Demolition" are recognized as related - but - separate categories of work, which may or may not require cutting and patching as defined in this Section; refer to "Demolition" and "Selective Demolition" Sections of Division 2.

1.03 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

B. Before cutting and patching the following categories of work, obtain the Architect/Engineer's approval to proceed with cutting and patching as described in the procedural proposal for cutting and patching:
   1. Structural steel.
   2. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.
   3. Structural concrete.
   4. Foundation construction.
   5. Timber and primary wood framing.
   6. Bearing and retaining walls.
   7. Structural decking.
   8. Piping, ductwork, vessels and equipment.
   9. Structural systems of special construction, as specified by Division-13 Sections.

C. Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, including energy performance, or that would result in increased maintenance, or decreased operational life or decreased safety.

D. Before cutting and patching the following elements of work, and similar work elements here directed, obtain the Architect/Engineer's approval to proceed with cutting and patching as proposed in the proposal for cutting and patching.

E. Visual Requirements: Do not cut and patch work exposed on the building's exterior or in its occupied spaces, in a manner that would, in the Architect/Engineer's opinion result in lessening the building's aesthetic qualities. Do not cut and patch work in a manner that would result in substantial visual evidence of cut and patch work. Remove and replace work judged by the Architect/Engineer to be cut and patched in a visually unsatisfactory manner.

1.04 SUBMITTALS

A. Procedural Proposal for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposed procedures for this work well in advance of the time work will be performed and request approval to proceed. Include the following information, as applicable, in the submittal:

1. Describe nature of the work and how it is to be performed, indicating why cutting and patching cannot be avoided. Describe anticipated results of the work in terms of changes to existing work, including structural, operational and visual changes as well as other significant elements.
2. List products to be used and firms that will perform work.
3. Give dates when work is expected to be performed.
4. List utilities that will be disturbed or otherwise affected by work, including those that will be relocated and those that will be out of service temporarily. Indicate how long utility service will be disrupted.
5. Where cutting and patching of structural work involves the addition of reinforcement, submit details and engineering calculations to show how that reinforcement is integrated with original structure to satisfy requirements.
6. Approval by the Architect/Engineer to proceed with cutting and patching of work does not waive the Architect/Engineer's right to later require complete removal and replacement of work found to be cut and patched in an unsatisfactory manner.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Except as otherwise indicated, or as directed by Architect/Engineer, use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing

adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

PART 3 - EXECUTION

3.01 INSPECTION

A. Before cutting, examine the surfaces to be cut and patched and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

3.02 PREPARATION

A. Temporary Support: To prevent failure, provide temporary support of work to be cut.

B. Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the Project that may be exposed during cutting and patching operations.
   1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

C. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.03 PERFORMANCES

A. General: Employ skilled workmen to perform cutting and patching work. Except as otherwise indicated or as approved by the Architect/Engineer, proceed with cutting and patching at the earliest feasible time and complete work without delay.

B. Cutting: Cut the work using methods that are least likely to damage Work to be retained or adjoining Work. Where possible, review proposed procedures with the original installer; comply with original installer's recommendations.
   1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill to ensure a neat hole. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.
   2. Comply with requirements of applicable Section of Division 2 where cutting and patching is required in excavating and backfilling.
   3. Bypass utility services such as pipe and conduit, before cutting, where such utility services are shown or required to be removed, relocated, or abandoned. Cut-off conduit and piping in wall or partitions to be removed.

After bypass and cutting, cap, valve or plug and seal tight remaining portion of pipe and conduit to prevent entrance of moisture or other foreign matter.

C. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

1. Where feasible, inspect and test patched areas to demonstrate integrity of work.
2. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.
3. Where removal of walls or partitions extends from one finished area into another finished area, patch and repair floor and wall surfaces in the new space to provide an even surface or uniform color and appearance. If necessary to achieve uniform color and appearance, remove existing floor and wall coverings and replace with new materials.
   a. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch after patched area has received prime and base coat.

3.04 CLEANING

A. Thoroughly clean areas and spaces where work is performed or used as access to work. Remove completely paint, mortar, oils, putty, items of similar nature. Thoroughly clean piping, conduit, and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 10

SECTION 01 77 00 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The Work of this Section shall be included as a part of the Contract Documents of each Contractor on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.

B. Refer to the amended General Conditions of the Contract for Substantial Completion and final payment.

C. Specification Section 01 33 00 - Submittal Procedures.

1.02 SUMMARY

A. Closeout is one of the most important aspects of the project. Preparation for Closeout starts from the beginning of the project and includes all the activities for final acceptance, final payment, normal termination of contract, occupancy by Owner, and similar actions evidencing completion of the Work. Specific requirements for individual units of Work are specified in the contract documents. Time of closeout is directly related to "Substantial Completion."

B. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
   1. Prerequisites to substantial completion
   2. Prerequisites to final payment
   3. Punch list
   4. Correction of Work period
   5. Project record documents
   6. Certification of code compliance
   7. Operation and maintenance manuals
   8. Instructions for the Owner's personnel

C. All closeout documentation shall be submitted electronically via The Skillman Way On-Line Collaboration System. Each electronic submittal transmittal shall include the following information:
   1. Date submitted.
   2. Project title and number.
   3. Contractor's name and address.
   4. Identification by Specification Section and quantity submitted for each submittal including name of subcontractors, manufacturer, or supplier.
   5. Notification of deviations from the Contract Documents for each submittal.

1.03 PREREQUISITES TO SUBSTANTIAL COMPLETION

A. General: Prior to requesting Architect/Engineer inspection for certification o Substantial Completion (for either entire Work or portions thereof), complete the following and list known exceptions in request:

1. In the Application for Payment that coincides with, or first follows the date Substantial Completion is claimed, show 100 percent completion for the Work claimed as substantially complete.
   a. Include supporting documentation for completion as indicated in those Contract Documents and a statement showing an accounting for changes to the Contract sum.
   b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, agreements, final certifications, and similar documents.
4. Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including occupancy permits, operating certificates, and similar releases.
5. Submit record drawings, maintenance, operating instructions, and similar final record information.
6. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner. Complete receipt for extra stock form, at the end of this Section.
7. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat inspection when requested and assured that the work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 PREREQUISITES TO FINAL PAYMENT

A. General: Prior to requesting Architect/Engineer final inspection for certification of final payment, complete the following:

1. Submit final payment request, with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and complete operations where required.
2. Submit copy of Architect/Engineer final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

3. Submit record drawings, maintenance manuals, and similar final record information.
4. work.
5. Submit certification stating that no materials containing asbestos were incorporated into the work.
6. Submit consent of surety to final payment.
7. Submit evidence of final, continuing coverage complying with insurance requirements.
8. Submit a final liquidated damages settlement statement, if applicable. Final unconditional waiver of liens, prepared on AIA Documents G706, G706A, and Consent of Surety G707.

B. Re-inspection Procedure: The Architect will re-inspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
   1. Upon completion of re-inspection, the Architect will prepare a <u>certificate of final acceptance</u>. If the work is incomplete, the Architect will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

<u>PART 2 - PRODUCTS</u> (Not Used)

<u>PART 3 - EXECUTION</u>

3.01 PUNCH LIST

A. Prior to the Architect's preparation of a Project Punch List, Construction Manager shall prepare a Work Completion List for use by Contractors and Subcontractors and Architect to facilitate completion of the Work.

B. The Construction Manager's inspection shall be as thorough as possible, in accordance with his desire to provide first-class workmanship.

C. After receipt of the Construction Manager's Work Completion List, the Contractors shall bring their work to 100% completion or list those items they cannot complete to 100% with the reasons why and inform the Construction Manager and the Architect they are ready for final inspection.

D. Architect shall observe the Work and prepare the Project Punch List for use by the Construction Manager, Contractors, and their subcontractors to expedite proper completion of the Work.

E. Contractors will designate one or more individuals as required to complete the listed items within the specified time limits herein. This individual will be specifically assigned to the completion and correction of punch list items and have no other assignments. This individual will report to the Construction Managers designated

Punch List Supervisor on a daily basis to report progress and removal of punch list items.

F. The time fixed by the Architect and Construction Manager for the completion of all items referenced on the Certificate of Substantial Completion shall not be greater than 21 days. The Contractor shall complete items on the list within such 21-day period. The Contractor shall begin completion and correction activities within 7 days of receipt of the lists and complete all activities within the 21-day period specified. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work for a Contractor is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense.

G. At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 21 days. The Architect will conduct additional inspections as required to determine that the Work is ready for Substantial Completion Inspection.

H. The Architect will invoice the Owner for (1) the cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, (2) The cost of inspection or review after the 21day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such costs, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents.

I. Contractors will continue to attend progress meetings with the Owner, Architect and Construction Manager until they are 100% complete with their contract.

J. Contractors failing to actively participate in the correction of the punch list delaying the close out of the project beyond the 21-day period will also reimburse the Owner for additional time of the Construction Manager required to facilitate the closeout of the Project.

3.02 CORRECTION OF WORK PERIOD (WARRANTY)

A. Prior to the expiration of the one-year correction of work period (warranty), the Architect and Construction Manager will check to see if additional Work by the

Contractor(s) is needed to make good on the warranties. An itemized list will be furnished to the Contractor for corrective or replacement work.

B. This Work shall be completed immediately by the Contractor(s) after receiving notification.

3.03 PROJECT RECORD DOCUMENTS

A. Project Record Documents include drawings, project manual, product data, and samples.

B. Each Prime Contractor shall update "Project Record Drawings" on separate blue or black line prints set-aside especially for this purpose on the job. Drawings shall incorporate changes made in the Work of the respective trades during the construction period. Such changes shall be indicated at the time they occur.
   1. Accurately record information in an understandable drawing technique.
   2. Record data as soon as possible after obtaining it. Record and check markup prior to enclosing concealed installations.

C. The Construction Manager shall maintain at the jobsite one copy of Drawings, Project Manual, addenda, final shop drawings, change orders, field orders, other contract modifications, and other documents submitted by the Contractor, in compliance with various Sections of the Project Manual.

D. Project Record Drawings shall be clearly marked "Project Record Document", maintained in good condition; available for observation by the Architect; and shall not be used for construction purposes. Mark these drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
   1. Dimensional changes to the Drawings.
   2. Significant detail not shown in the original Contract Documents including Change Orders or Construction Change Directives.
   3. The location of underground utilities and appurtenances dimensionally referenced to permanent surface improvements.
   4. The location of internal utilities and appurtenances concealed in building structures, referenced to visible and accessible features of the structures.
   5. When elements are placed exactly as shown on Drawings, so indicate; otherwise show changed location.
   6. Revisions to details shown on the Drawings.
   7. Depths of foundations below the first floor.
   8. Revisions to routing of piping and conduits.
   9. Revisions to electrical circuiting.
   10. Changes made following the Architect's written orders.
   11. Details not on original Contract Drawings.
   12. Charts and locations of concealed work.

a. The plumbing and HVAC Contractors shall prepare a suitable chart identifying and locating each concealed control or other concealed item requiring repair, adjustment, and maintenance. Charts shall be mounted in suitable frames with glass covers secured to wall where directed.

b. Charts shall list each item, together with its function, item number, and location.

c. Locations throughout the building shall be identified on the wall or ceiling by permanent non-obstructive plates, labels, or other approved means secured in a permanent manner.

d. Chart details, identification methods, locations, and methods of attachment shall be as approved by the Architect's representative at the jobsite upon full submission of proposed procedures and proper execution of same.

E. Keep project record documents current. Do not permanently conceal work until the required information has been recorded. Mark record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where shop drawings are marked, show cross reference on Contract Drawings location.

1. Mark record sets with red, or color that may be photo copied, erasable colored pencil. Use other colors (no blue) to distinguish between changes for different categories of the work at the same location.
2. Note Construction Change Directive numbers, alternate numbers, change order numbers, and similar identification.

F. During the construction period, maintain one copy of the Project Manual, including addenda and modifications issued, for Project Record Documents purposes.

1. Mark the Specifications to indicate the actual installation where the Installation varies from that indicated in Specifications and modifications issued. Note related project record drawings information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.

G. Record Sample Submittal: Immediately prior to date of Substantial Completion, meet with the Architect and Owner's personnel at the site to determine which of the samples maintained during the construction period shall be transmitted to the Owner for record purposes. Comply with the Architect's instructions for packaging, identification marking, and delivery to the Owner's samples storage space. Dispose of other samples in a manner specified for disposing samples and waste materials.

H. Monthly record on the Construction Manager's "Project Record Documents" changes made to the contract documents.

1. Title sheets shall be labeled "Project Record," dated, and signed by the Contractor(s).

2. The Construction Manager's record drawings will be submitted to the Owner.

3.04 CERTIFICATION OF CODE COMPLIANCE

A. Prior to final payment the Contractors indicated below shall submit through the Construction Manager to the Architect (in duplicate) letters of certification of code compliance as follows:
   1. The Contractor(s) for Mechanical and Plumbing Work shall submit letter certifying mechanical installations comply with UMC current applicable editions.
   2. The Contractor(s) for Electrical Work shall submit letters certifying that electrical wiring complies with NEC current applicable editions.
   3. The Contractor(s) for Electrical Work shall submit letters certifying that alarm systems, smoke and heat detection systems comply with Chapter 31 (Regulations No. 7) of UBC, current applicable edition, as supplemented by NFPA Standards 72A, B, C, D, and E.

3.05 MAINTENANCE AND OPERATING INFORMATION

A. The Contractors shall submit through The Skillman On-Line Collaboration System Maintenance and Operating Information presenting complete directions and recommendations for the proper care and maintenance of visible surfaces as well as maintenance and operating instructions for equipment items which he has provided.
   1. If the project is being constructed in Phases, Maintenance and Operating Information shall be submitted for each Phase of Work.
   2. Operations and Maintenance information will be submitted as part of the submittal process in accordance with requirements of the submittal process.

B. For each titled item or work portion the contractor submits, the O &M information shall include:

   1. The names, addresses, and phone number of the following parties
      a) Contractor/Installer
      b) Manufacturer
      c) Nearest dealer/supplier
      d) Nearest agency capable of supplying parts and service

   2. Label each item with the following information:
      a. Project name and address
      b. Specification Section and Title
      c. Name of specific component or item
      d. Owner's name
      e. Name and address of Architect
      f. Name and address of Construction Manager
      g. Name and address of Contractor
      h. Date of submission

3.06 WARRANTY, GUARANTEES, CERTIFICATIONS, RECIEPTS AND VERIFICATIONS

A. Prior to Substantial Completion the contractors shall submit the following:
   1. All warranties for the contractor's scope of work, including 1 year comprehensive parts and labor, special and long term manufacturers warranties or guarantees as provided for in the project specifications.
   2. Other information as required by the Owner, Architect or Construction Manager

3.07 INSTRUCTIONS FOR THE OWNER'S PERSONNEL

A. Arrange for each Installer of equipment that requires regular maintenance and noted in technical sections, to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if Installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
   1. Maintenance manuals
   2. Record documents
   3. Spare parts and materials
   4. Tools
   5. Lubricants
   6. Fuels
   7. Identification systems
   8. Control sequences
   9. Hazards
   10. Cleaning
   11. Warranties and bonds
   12. Maintenance agreements and similar continuing commitments

B. As part of instruction for operating equipment, demonstrate the following procedures:
   1. Startup
   2. Shutdown
   3. Emergency operations
   4. Noise and vibration adjustments
   5. Safety procedures

END OF SECTION 01 77 00