

# ELLIOTT HALL OF MUSIC CEILING TILE REPLACEMENT-2026

PROJECT ID: C.40.11859

SPECIAL NOTES:

1. THE OWNER HAS DETERMINED THAT THE ACOUSTIC TILES AND THE ADHESIVE DAUBS THAT SECURE THE TILES TO THE PLASTER CEILING ARE ASBESTOS CONTAINING MATERIALS. THESE MATERIALS WILL BE ABATED AND REMOVED UNDER A SEPARATE CONTRACT. THE ABATEMENT CONTRACTOR WILL BE GRANTED ACCESS TO THE TEMPORARY ACCESS PLATFORMS THAT ARE TO BE ERECTED AND MAINTAINED UNDER THIS CONTRACT.
2. CONTRACTOR IS TO PROTECT SEATS TO REMAIN, RUGS AND SURFACES FROM DUST, DEBRIS OR STAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY DUST, DEBRIS OR STAINS GENERATED AS A RESULT OF THIS WORK. SEATS OR ANY OTHER ELEMENTS TO BE REMOVED TO FACILITATE THE WORK, SHALL BE STORED AND PROTECTED FOR THEIR LATER REINSTALLATION.
3. GIVEN THE NATURE OF THE BUILDING ALL ENTRANCES SHALL BE OPEN TO THE PUBLIC FOR EMERGENCY EXIT THROUGHOUT THE DURATION OF THE PROJECT.
4. THE WORK OF THIS CONTRACT SHALL START ON JUNE 09, 2026, AND BE COMPLETED ON OR BEFORE JANUARY 15, 2027.

a. ONSITE WORK SHALL NOT BEGIN PRIOR TO JUNE 09, 2026.

b. THE TIME BETWEEN THE NOTICE OF AWARD AND JUNE 09, 2026 SHALL BE USED FOR OBTAINING FIELD MEASUREMENTS, SUBMITTALS, INSTALLING REPAIR PROCEDURE MOCK UPS AND MATERIAL FABRICATIONS.

c. CONTRACTOR SHALL INSTALL REPAIR PROCEDURE MOCK UPS AT A TIME AGREED UPON BY THE OWNER. CONTRACTOR SHALL COORDINATE ALL SUCH MOCK UPS WITH THE PROJECT MANAGER.

d. ALL SHOP DRAWING AND PRODUCT DATA SUBMITTALS SHALL BE DUE 30 DAYS FROM THE ISSUANCE OF THE NOTICE OF AWARD.

e. THE CONTRACTOR SHALL NOT BEGIN ANY INDIVIDUAL REPAIRS UNTIL ALL SHOP DRAWINGS, PRODUCT SUBMITTALS AND REPAIR MOCK UPS HAVE BEEN INSTALLED/SUBMITTED AND APPROVED FOR THAT SPECIFIC REPAIR PROCEDURE.

PROJECT STATEMENT:

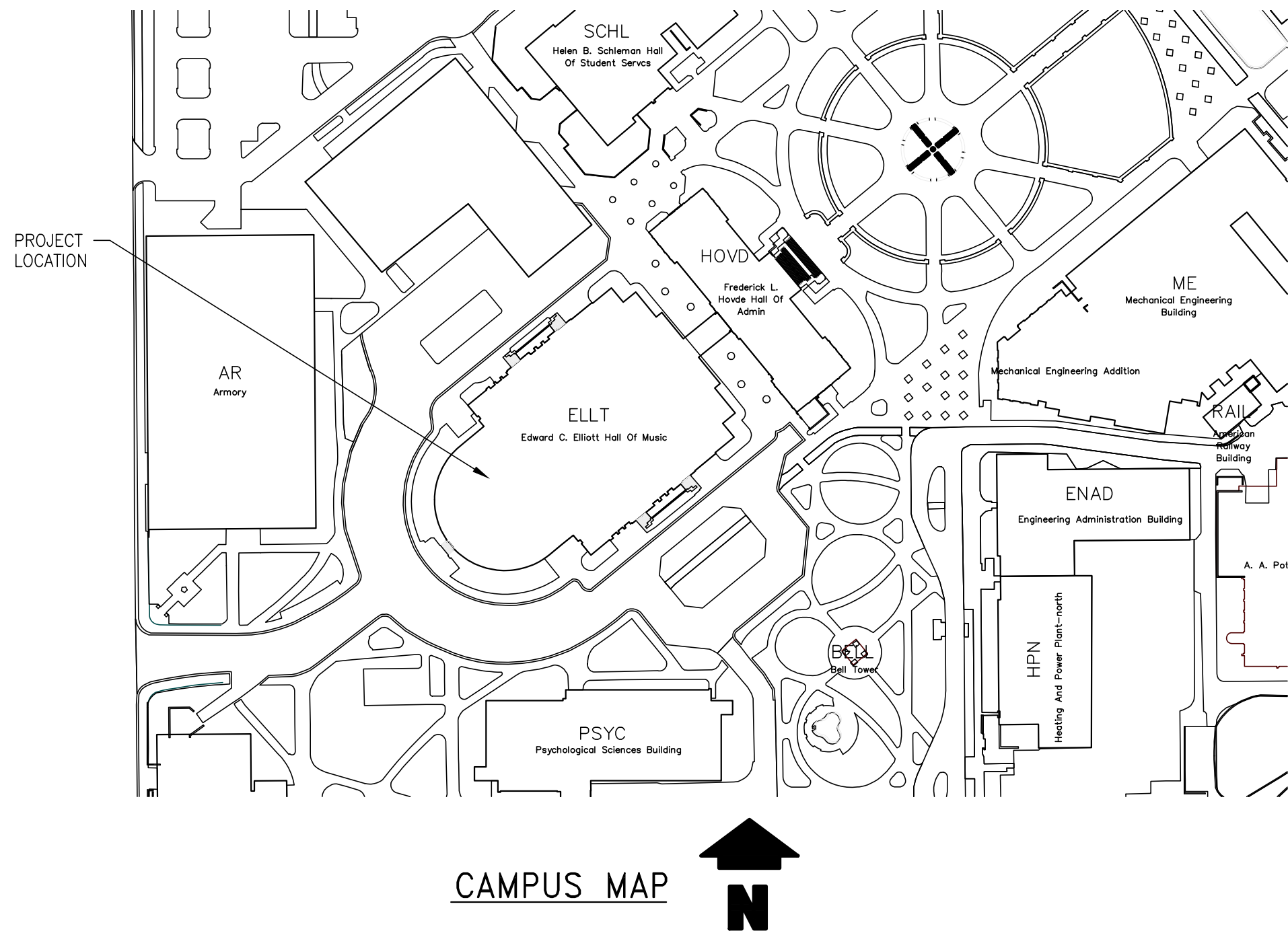
ABATEMENT OF ASBESTOS CONTAINING ACOUSTIC CEILING TILE ABOVE MAIN HALL, BALCONY AND GALLERY. INSTALLATION OF NEW SUSPENDED ACOUSTIC CEILING TILE HANGED, THROUGH EXISTING LATH AND PLASTER CEILING, FROM A NEW UNISTRUT SUBGIRT SUPPORTED ON EXISTING ATTIC FRAMING.

DRAWING INDEX:

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| R002  | MAIN FLOOR FRAMING PLAN              |
| R003  | BALCONY FRAMING AND LOWER ROOFS PLAN |
| R004  | GALLERY FRAMING PLAN                 |
| R005  | BASEMENT FLOOR PLAN                  |
| R006  | GROUND FLOOR PLAN                    |
| R101  | MAIN FLOOR PLAN                      |
| R102  | BALCONY FLOOR PLAN                   |
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GENERAL NOTES:

1. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THESE DRAWINGS.
2. CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY PROTECTION FOR PEDESTRIANS, EQUIPMENT, VEHICLES, AND ENTRANCES AND EXITS TO THE BUILDING.
3. CONTRACTOR SHALL PROTECT THE EXISTING STRUCTURE AGAINST THE INTRUSION OF MOISTURE AT ALL TIMES.
4. CONTRACTOR SHALL PROTECT SIDE WALLS, PLANTERS, LANDSCAPE MATERIAL, AND OTHER STREETSCAPE MATERIALS FROM DAMAGE.
5. THROUGHOUT THE WORK OF THIS CONTRACT IT IS IMPERATIVE THAT THE CONTRACTOR'S OPERATION AS WELL AS THE STORAGE OF MATERIALS AND EQUIPMENT NOT RESTRICT OR INTERFERE WITH THE NORMAL OPERATION OF ANY ACTIVITY OF THE BUILDING OR SURROUNDING FACILITIES.
6. CONTRACTOR SHALL NOTIFY OWNER'S PROJECT MANAGER OF ANY UNDESIRABLE CONDITIONS NOT IDENTIFIED ON THESE PLANS. NO WORK SHALL BE PERFORMED IN SUCH AREAS UNTIL APPROVED BY THE OWNER'S PROJECT MANAGER.
7. ALL BUILDING MEANS OF EGRESS SHALL BE MAINTAINED OPERATIONAL THROUGHOUT WORK OF THIS CONTRACT EXCEPT AS NOTED OTHERWISE..
8. ALL SUBMITTALS SHALL BE SUBMITTED AND DELIVERED TO THE OWNER FOR REVIEW WITHIN ONE MONTH OF THE DATE OF THE CONTRACT (REFER TO SPECIFICATIONS SECTION 01 33 00). SEE INDIVIDUAL SPECIFICATION SECTIONS FOR REQUIRED SUBMITTALS. ALL NEW MATERIALS SHALL BE APPROVED BY THE OWNER/ENGINEER PRIOR TO INSTALLATION.
9. THE SCHEDULE SHOULD BE DEVELOPED IN CONJUNCTION WITH THE OWNER'S REPRESENTATIVE. CONTRACTOR MUST SUBMIT A SCHEDULE SHOWING HIS PROPOSED SEQUENCE OF WORK BEFORE WORK BEGINS.
10. CONTRACTOR SHALL PLACE PROTECTIVE CHAIN LINK FENCE AROUND ANY MANLIFT OR OTHER PIECE OF EQUIPMENT NOT PARKED IN A DESIGNATED PARKING LANE/LOT AT ALL TIMES THE EQUIPMENT IS ON SITE.
11. NO PLASTIC SNOW FENCE, CONSTRUCTION FENCE OR CAUTION TAPE IS ALLOWED ON UNIVERSITY PROPERTY.
12. THE CONTRACTOR SHALL PERFORM ALL NECESSARY GRADING AND LEVELING PROCEDURES TO REMEDIATE ANY DAMAGE TO LAWN OR PLANTING BEDS.
13. CONTRACTOR WILL BE RESPONSIBLE TO REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.



OWNER:



- PURDUE BOARD OF TRUSTEES
- 712 THIRD ST,  
WEST LAFAYETTE, IN 47907-2005

ENGINEER:

**ARSEE ENGINEERS** | **SINCE 1968**  
CLIENT ORIENTED - BY DESIGN  
9715 KINCAID DRIVE, SUITE 100 317/594-5152 PHONE  
FISHERS, INDIANA 46037-9459 317/594-9590 FAX



CERTIFIED BY

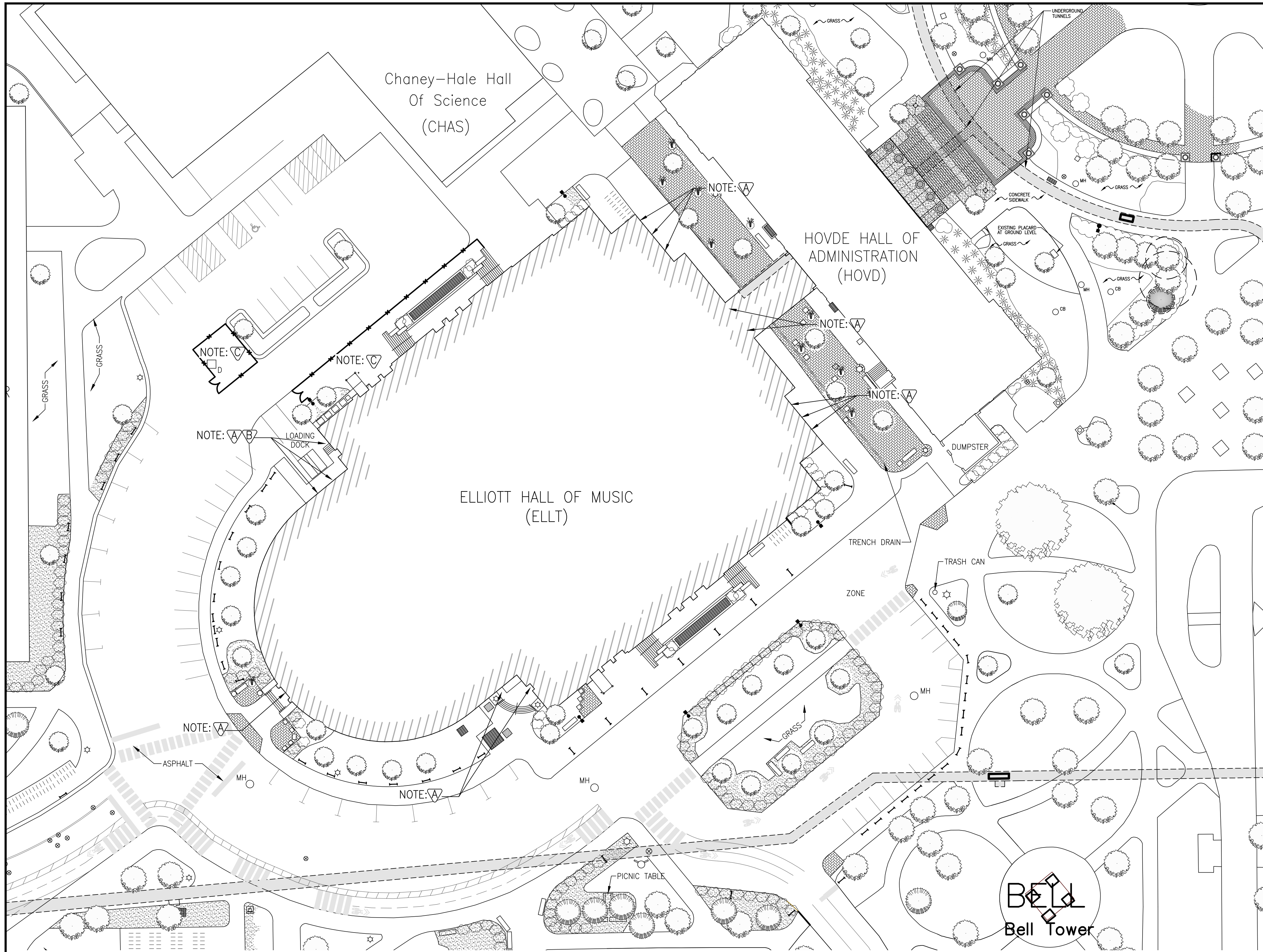
ISSUED DECEMBER 15, 2025

FOR BID

WBSE: C.40.11859  
BLDG. INDEX: M-7  
BLDG. ABBREVIATION: ELLT

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NOTE: ALL BUILDING MEANS OF EGRESS SHALL BE MAINTAINED OPERATIONAL THROUGHOUT THE WORK OF THIS CONTRACT.

NOTE: DOCK AREA IS THE DESIGNATED MAIN ACCESS FOR CONTRACTORS.

NOTE: DESIGNATED STAGING AREAS TO BE USED FOR TEMPORARY STORAGE OF SCAFFOLDING MATERIALS THAT CAN'T BE DIRECTLY UNLOADED INTO THE BUILDING THROUGH DOCK.

ACCESS PLAN  
CONTRACTOR SHALL PROVIDE MEANS AND METHODS OF ACCESS AT PRE-CONSTRUCTION MEETING.

NOTES

1. CONTRACTOR STORAGE AND STAGING AREAS SHALL BE WITHIN THE CONSTRUCTION FENCE UNLESS OTHERWISE COORDINATED AND APPROVED BY PURDUE'S PROJECT MANAGER.
2. CONTRACTOR SHALL PROVIDE ADEQUATE TEMPORARY PROTECTION FOR PEDESTRIANS, EQUIPMENT, VEHICLES AND ENTRANCES AND EXITS TO THE BUILDING.
3. CONTRACTOR SHALL PLACE PROTECTIVE CHAIN LINK FENCE AROUND ANY EQUIPMENT NOT PARKED OR STORED IN A DESIGNATED PARKING LANE/LOT AT ALL TIMES THE EQUIPMENT IS ON SITE.
4. CONTRACTOR SHALL PROTECT FROM DAMAGE AND TAKE ALL PRECAUTIONS NECESSARY SO AS NOT TO CAUSE DAMAGE TO STREETS, PAVERS, CURBS, SIDEWALKS, MANHOLES, LIGHT POLES, TUNNELS, TREES, SHRUBS, GRASS OR OTHER LANDSCAPE OR STREETSCAPE MATERIALS. ANY DAMAGE CAUSED AS A RESULT OF THE WORK SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDSCAPE PROTECTION AND RESTORATION TO OWNER'S SATISFACTION. OWNER RESERVES THE RIGHT TO PERFORM SUCH WORK WITH HIS OWN FORCES AND BACK CHARGE THE CONTRACTOR AS OWNER DEEMS NECESSARY.
5. NO PLASTIC SNOW FENCE, CONSTRUCTION FENCE OR CAUTION TAPE SHALL BE ALLOWED.
6. ANY DAMAGE INCURRED TO THE SIDEWALKS OR GRASS AS A RESULT OF THIS WORK SHALL BE REPAIRED BY THE CONTRACTOR AT HIS SOLE EXPENSE TO THE SATISFACTION OF PURDUE'S PROJECT MANAGER. CONTRACTOR SHALL FINISH GRADE ALL GRASS AND LANDSCAPED TO AREAS WHICH ARE DISTURBED AS PART OF THIS WORK TO THE SATISFACTION OF THE OWNER. CONTRACTOR SHALL COLLECT, REMOVE AND DISPOSE OF ALL MULCH BROUGHT ON SITE FOR LANDSCAPE PROTECTION.

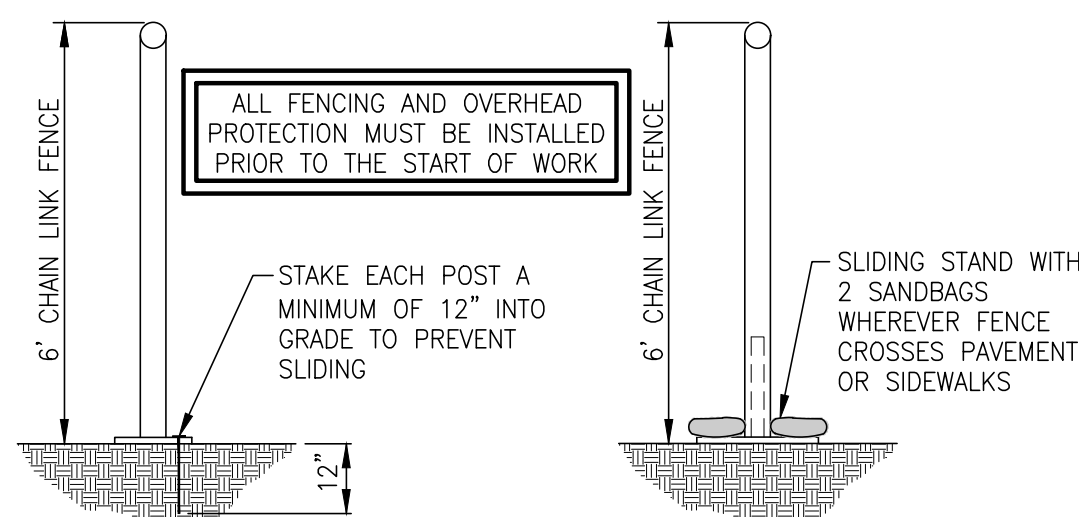
LANDSCAPE PROTECTION PLAN

1"=30'-0"



LEGEND

|                     |                  |                          |
|---------------------|------------------|--------------------------|
| ACCESS COVER        | VALVE BOX        | ROOT ZONE                |
| WATER VALVE         | SITE LIGHTING    | CONCRETE BENCH           |
| HYDRANT             | PARKING METER    | 6' HIGH CHAIN LINK FENCE |
| IRRIGATION VALVE    | BOLLARD          | UNDERGROUND TUNNEL/VAULT |
| DOWNSPOUT           | SIGNAGE          | PLANTERS                 |
| INLET / CATCH BASIN | BIKE RACK        | EXISTING PAVERS          |
| MANHOLE             | EVERGREEN TREE   | EXISTING MULCH           |
| CLEANOUT            | DECIDUOUS TREE   |                          |
| AREA LIGHT          | PLANTINGS/SHRUBS |                          |
| ETS PHONE           |                  |                          |
| DRAIN               |                  |                          |



CHAIN LINK FENCE  
INSTALLATION DETAILS

NO SCALE

2  
SP101



Know what's below.  
811 before you dig.

1-800-382-5544

CALL TOLL FREE  
PER INDIANA STATE LAW IC 8-1-26,  
IT IS AGAINST THE LAW TO EXCAVATE  
WITHOUT NOTIFYING THE UNDERGROUND  
LOCATION SERVICE TWO (2) WORKING DAYS  
BEFORE COMMENCING WORK.

ARSEE ENGINEERS  
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SINCE 1968  
9715 KINCAID DRIVE, SUITE 100  
FISHERS, INDIANA 46037-9459  
317/594-5152 PHONE  
317/594-9590 FAX



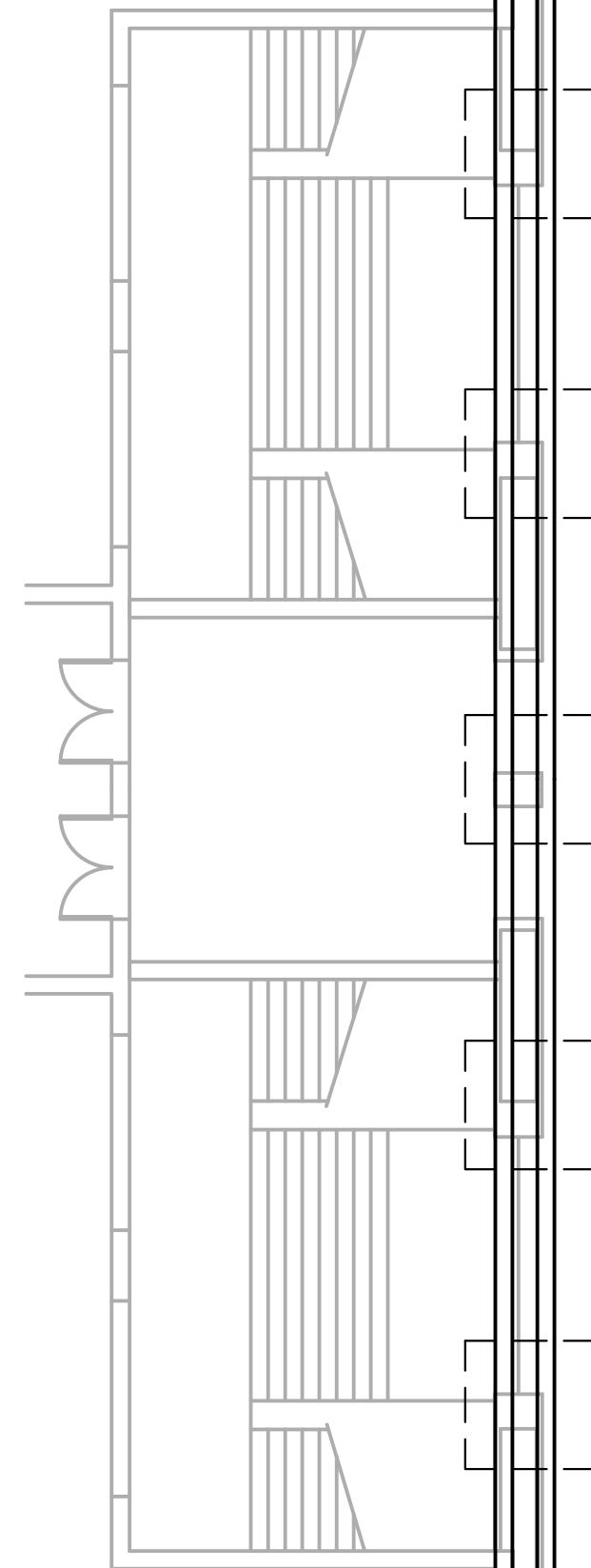
ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

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TITLE  
LANDSCAPE PROTECTION  
PLAN

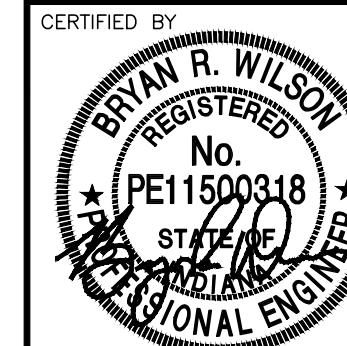
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| PROJECT NO.   | C.40.11859        |
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| BUILDING CODE | M-7               |
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| DRAWN BY      | EJG               |
| SCALE         | 1"=30'-0"         |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     | SP101             |

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FRAMING PLAN NOTE:

THE FRAMING PLAN SHOWN BELOW WAS DRAWN BASED ON SHEETS NO. 24 AND NO. 26 OF THE ORIGINAL DRAWINGS FOR ELLIOTT HALL AS PREPARED BY WALTER SCHOLER & ASSOCIATES ARCHITECTS AND DATED SEPTEMBER 30, 1938. THIS DRAWING IS SHOWN FOR REFERENCE PURPOSES ONLY. THE ACTUAL FRAMING CONFIGURATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS REQUIRED TO FIELD VERIFY MATERIALS AND DIMENSIONS AS NECESSARY FOR THE PROJECT WORKS.



ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

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TITLE  
FOOTING AND MAIN  
FLOOR FRAMING PLAN

PROJECT NO.  
C.40.11859  
BUILDING NAME  
ELLT  
BUILDING CODE  
M-7  
CHECKED BY  
BRW  
DRAWN BY  
DPA  
SCALE  
3/32"=1'-0"  
DATE  
DECEMBER 15, 2025  
SHEET NO.

R001

RELEVANT LIVE LOAD DESIGN VALUES, PER THE ORIGINAL DRAWINGS:

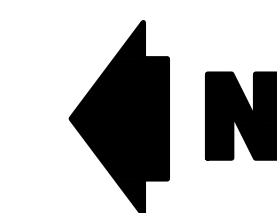
- STAGE = 200 PSF
- AISLES = 100 PSF
- FLOOR WITH FIXED SEATS = 80 PSF

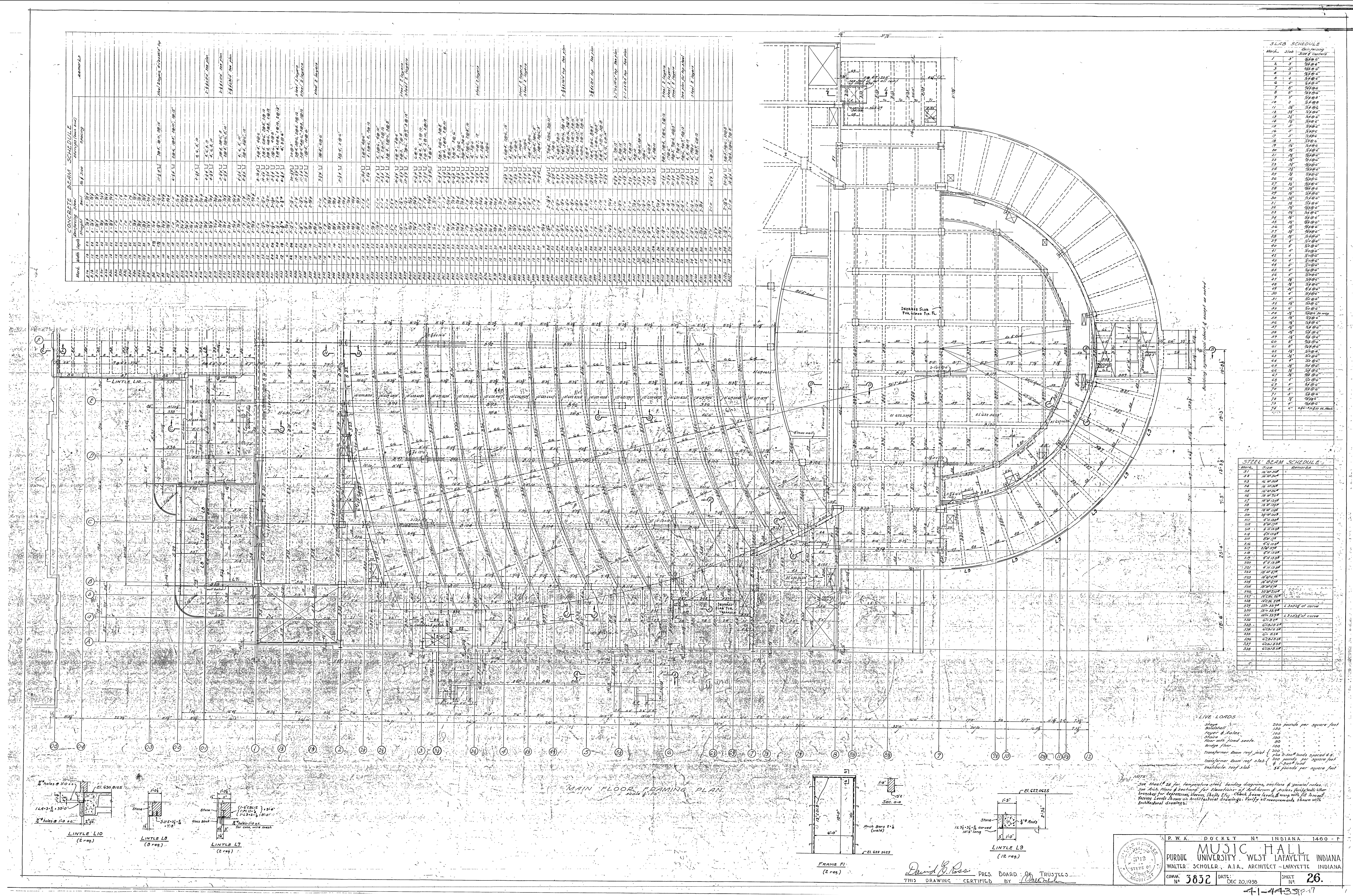
FOR 20 PSF CONSTRUCTION LIVE LOAD, A COMPARATIVE PRELIMINARY ANALYSIS INDICATES THAT THE MAX. ALLOWABLE POINT LOAD ON A MAIN FLOOR BEAM IS 5,000 LBS.

NOTE THAT SLAB BETWEEN BEAMS IS ONLY 3-1/2" THICK PER THE ORIGINAL DRAWINGS

LEGEND  
AA ROW LETTER

ELLIOTT HALL OF MUSIC FOOTING AND MAIN FLOOR FRAMING  
3/32"=1'-0"





FRAMING PLAN NOTE:

THE FRAMING PLAN SHOWN ABOVE IS A COPY OF SHEET NO. 26 OF THE ORIGINAL DRAWINGS FOR ELLIOTT HALL AS PREPARED BY WALTER SCHOLER & ASSOCIATES ARCHITECTS AND DATED SEPTEMBER 30, 1938. THIS DRAWING IS SHOWN FOR REFERENCE PURPOSES ONLY. THE ACTUAL FRAMING CONFIGURATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS REQUIRED TO FIELD VERIFY MATERIALS AND DIMENSIONS AS NECESSARY FOR THE PROJECT WORKS.

**ARSEE ENGINEERS** **SINCE 1968**  
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ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
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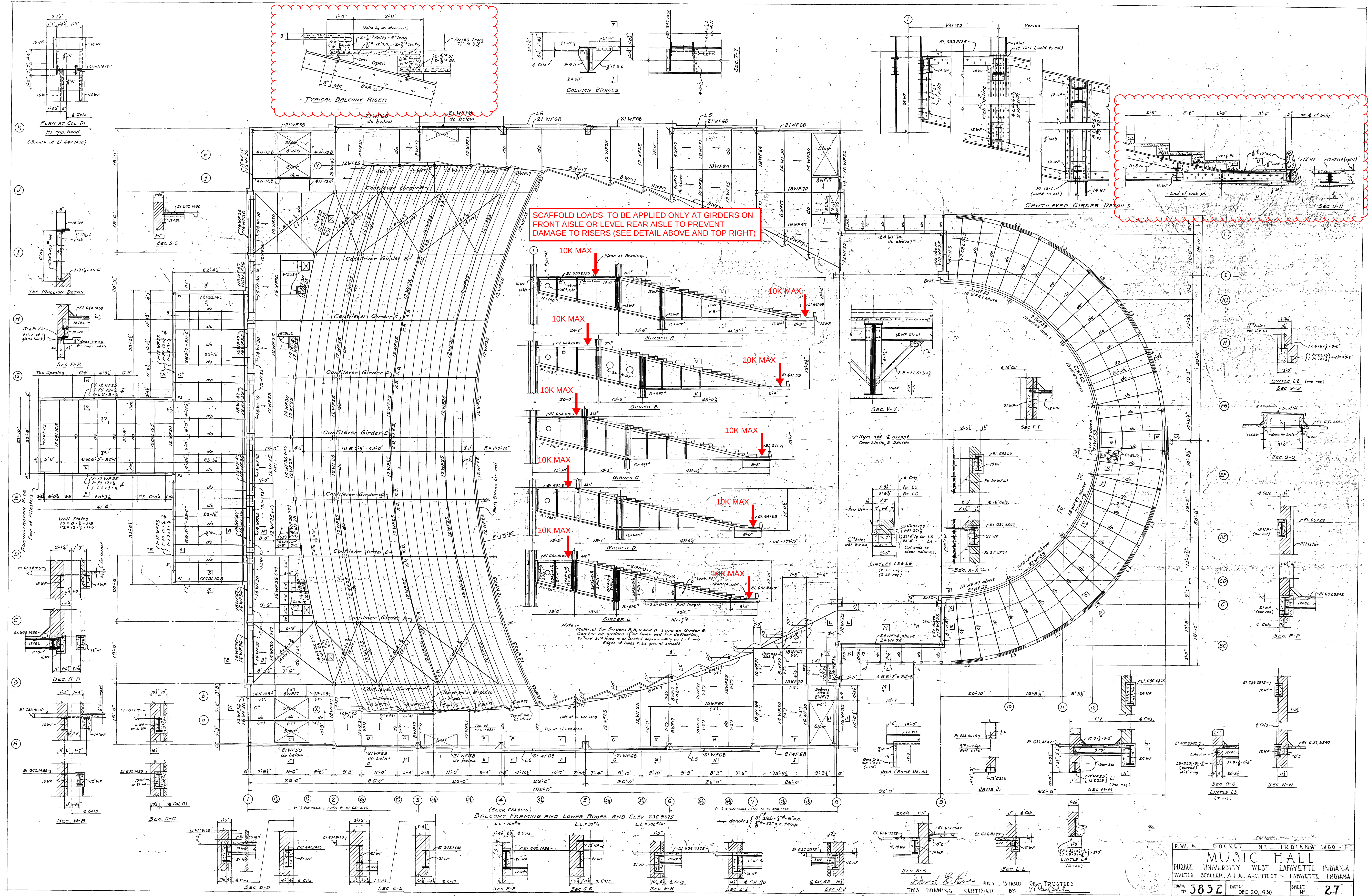
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MAIN FLOOR FRAMING  
PLAN

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| PROJECT NO.   | C.40.11859 |
| BUILDING NAME | ELLT       |
| BUILDING CODE | M-7        |

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| DRAWN BY   | DPA               |
| SCALE      | N.T.S.            |
| DATE       | DECEMBER 15, 2025 |
| SHEET NO.  |                   |

R002



ELLIOTT HALL OF MUSIC BALCONY FRAMING AND LOWER ROOFS  
N.T.S.

FRAMING PLAN NOTE:  
THE FRAMING PLAN SHOWN ABOVE IS A COPY OF SHEET NO. 27 OF THE ORIGINAL DRAWINGS FOR ELLIOTT HALL AS PREPARED BY WALTER SCHOLER & ASSOCIATES ARCHITECTS AND DATED SEPTEMBER 30, 1938. THIS DRAWING IS SHOWN FOR REFERENCE PURPOSES ONLY. THE ACTUAL FRAMING CONFIGURATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS REQUIRED TO FIELD VERIFY MATERIALS AND DIMENSIONS AS NECESSARY FOR THE PROJECT WORKS.

ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

BALCONY FRAMING AND  
LOWER ROOFS

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| TITLE                           | PROJECT NO.       |
| BALCONY FRAMING AND LOWER ROOFS | C.40.11859        |
| BUILDING NAME                   | ELLIOTT           |
| BUILDING CODE                   | M-7               |
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| SHEET NO.                       |                   |

R003

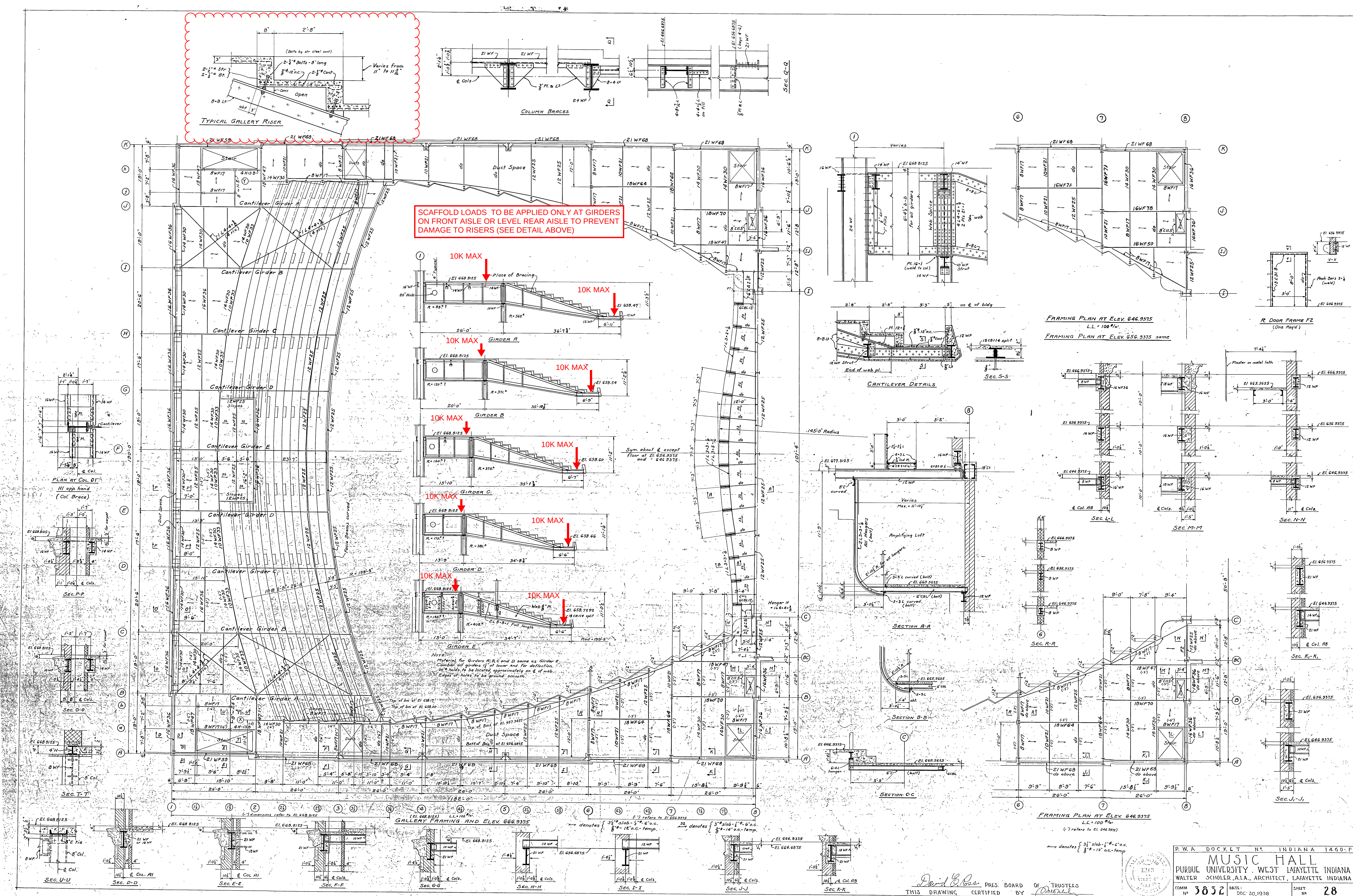
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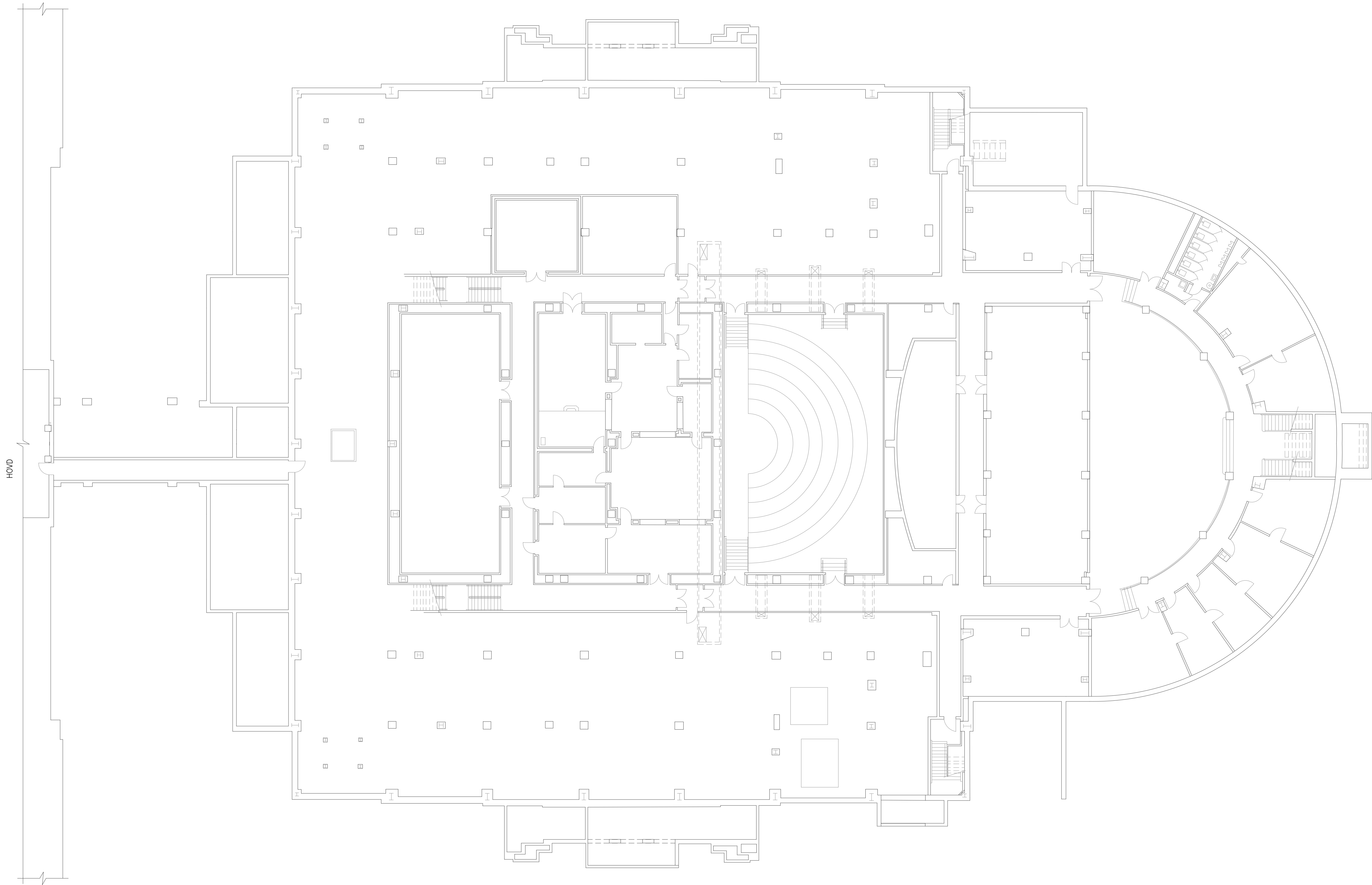


FRAMING PLAN NOTE:

THE FRAMING PLAN SHOWN ABOVE IS A COPY OF SHEET NO. 28 OF THE ORIGINAL DRAWINGS FOR ELLIOTT HALL AS PREPARED BY WALTER SCHOLER & ASSOCIATES ARCHITECTS AND DATED SEPTEMBER 30, 1938. THIS DRAWING IS SHOWN FOR REFERENCE PURPOSES ONLY. THE ACTUAL FRAMING CONFIGURATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS REQUIRED TO FIELD VERIFY MATERIALS AND DIMENSIONS AS NECESSARY FOR THE PROJECT WORKS.

ELLIOT HALL OF MUSIC GALLERY FRAMING PLAN  
N.T.S.

N.T.S



**BASEMENT PLAN NOTE:**

THE BASEMENT PLAN SHOWN BELOW WAS DRAWN BASED ON SHEET NO. 4 OF THE ORIGINAL DRAWINGS FOR ELLIOTT HALL AS PREPARED BY WALTER SCHOLER & ASSOCIATES ARCHITECTS AND DATED SEPTEMBER 30, 1938. THIS DRAWING IS SHOWN FOR REFERENCE PURPOSES ONLY. THE ACTUAL BASEMENT CONFIGURATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS REQUIRED TO FIELD VERIFY AS NECESSARY FOR THE PROJECT WORKS.

**BASEMENT FLOOR PLAN**  
N.T.S.

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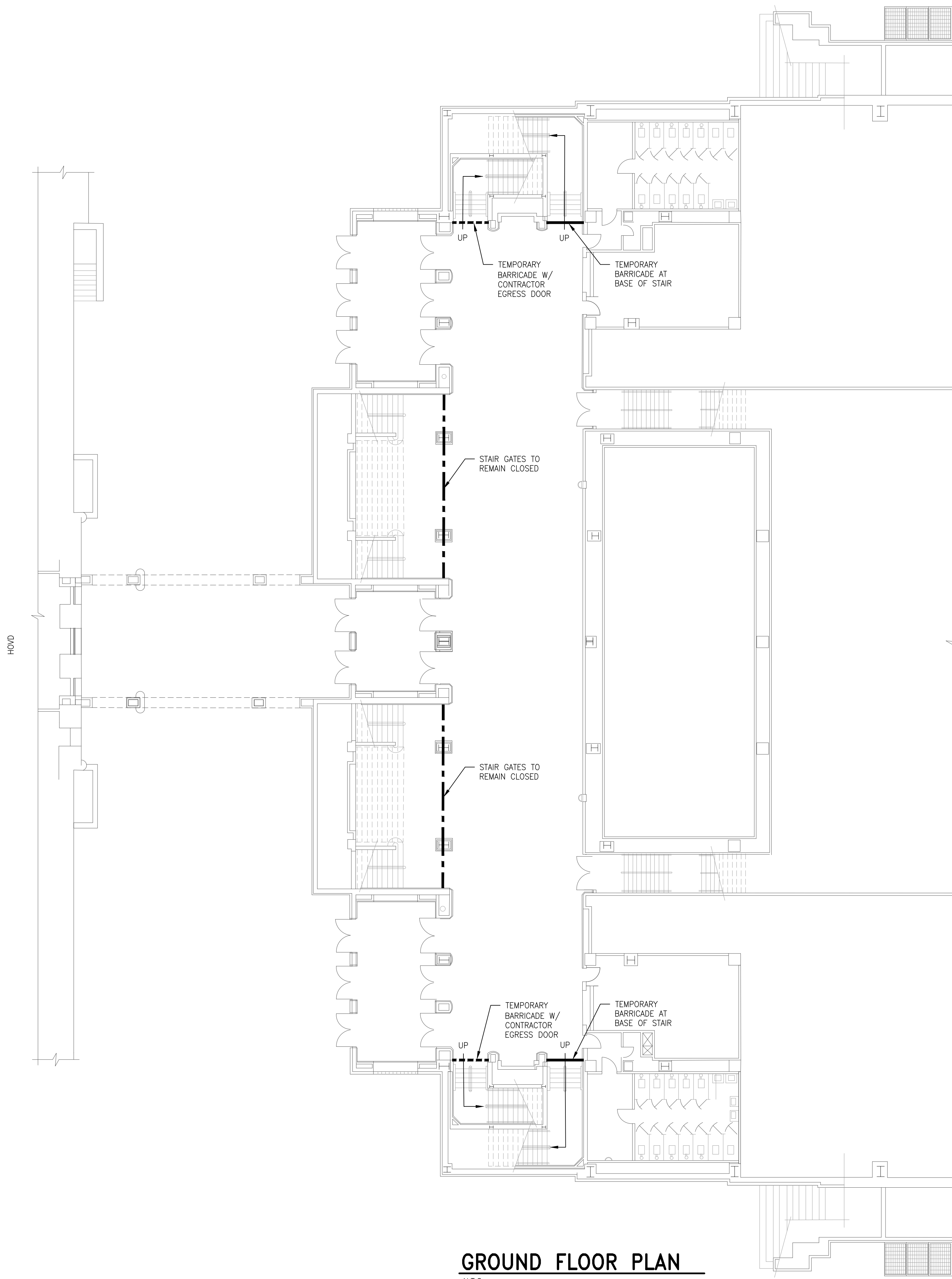


ELLIOTT HALL OF MUSIC  
CEILING TILE  
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WEST LAFAYETTE, INDIANA

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| BASEMENT FLOOR PLAN | C.40.11859        |
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| SCALE               | N.T.S.            |
| DATE                | DECEMBER 15, 2025 |
| SHEET NO.           |                   |

R005



**GROUND FLOOR PLAN**  
N.T.S.

**GROUND FLOOR PLAN NOTE:**

THE THE GROUND FLOOR PLAN SHOWN BELOW WAS DRAWN BASED ON SHEET NO. 5 OF THE ORIGINAL DRAWINGS FOR ELLIOTT HALL AS PREPARED BY WALTER SCHOLER & ASSOCIATES ARCHITECTS AND DATED SEPTEMBER 30, 1938. THIS DRAWING IS SHOWN FOR REFERENCE PURPOSES ONLY. THE ACTUAL FLOOR CONFIGURATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS REQUIRED TO FIELD VERIFY AS NECESSARY FOR THE PROJECT WORKS.

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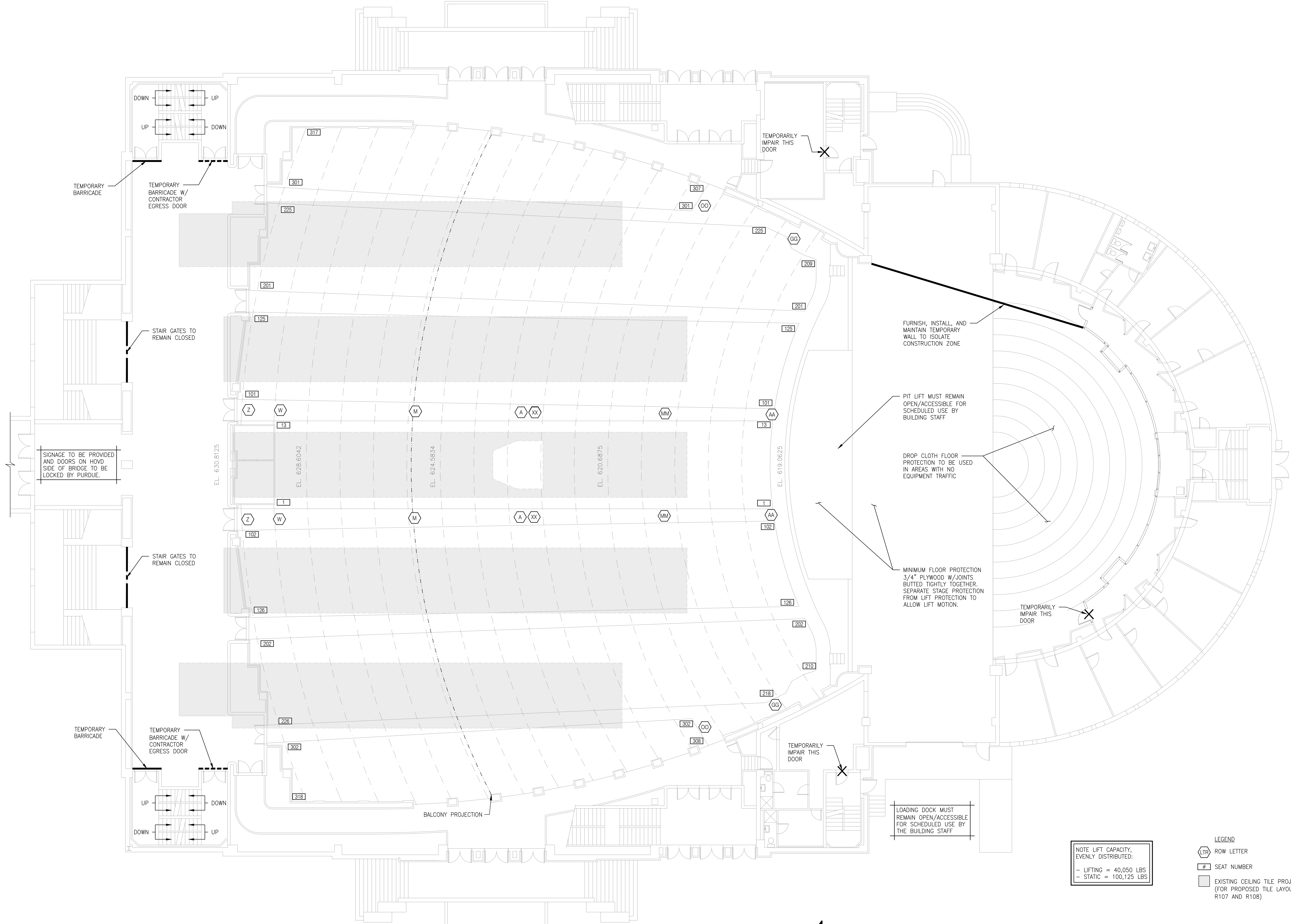
ELLIOTT HALL OF MUSIC  
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WEST LAFAYETTE, INDIANA

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TITLE  
**GROUND FLOOR PLAN**

|               |                   |
|---------------|-------------------|
| PROJECT NO.   | C.40.11859        |
| BUILDING NAME | ELLT              |
| BUILDING CODE | M-7               |
| CHECKED BY    | BRW               |
| DRAWN BY      | DPA               |
| SCALE         | N.T.S.            |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     | R006              |

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ELLIOT HALL OF MUSIC MAIN FLOOR  
3/32"=1'-0"

NOTE: LIFT CAPACITY,  
EVENLY DISTRIBUTED:  
- LIFTING = 40,050 LBS  
- STATIC = 100,125 LBS

- LEGEND
- (TR) ROW LETTER
  - # SEAT NUMBER
  - EXISTING CEILING TILE PROJECTION.  
(FOR PROPOSED TILE LAYOUT SEE  
R107 AND R108)

ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

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TITLE  
MAIN FLOOR PLAN

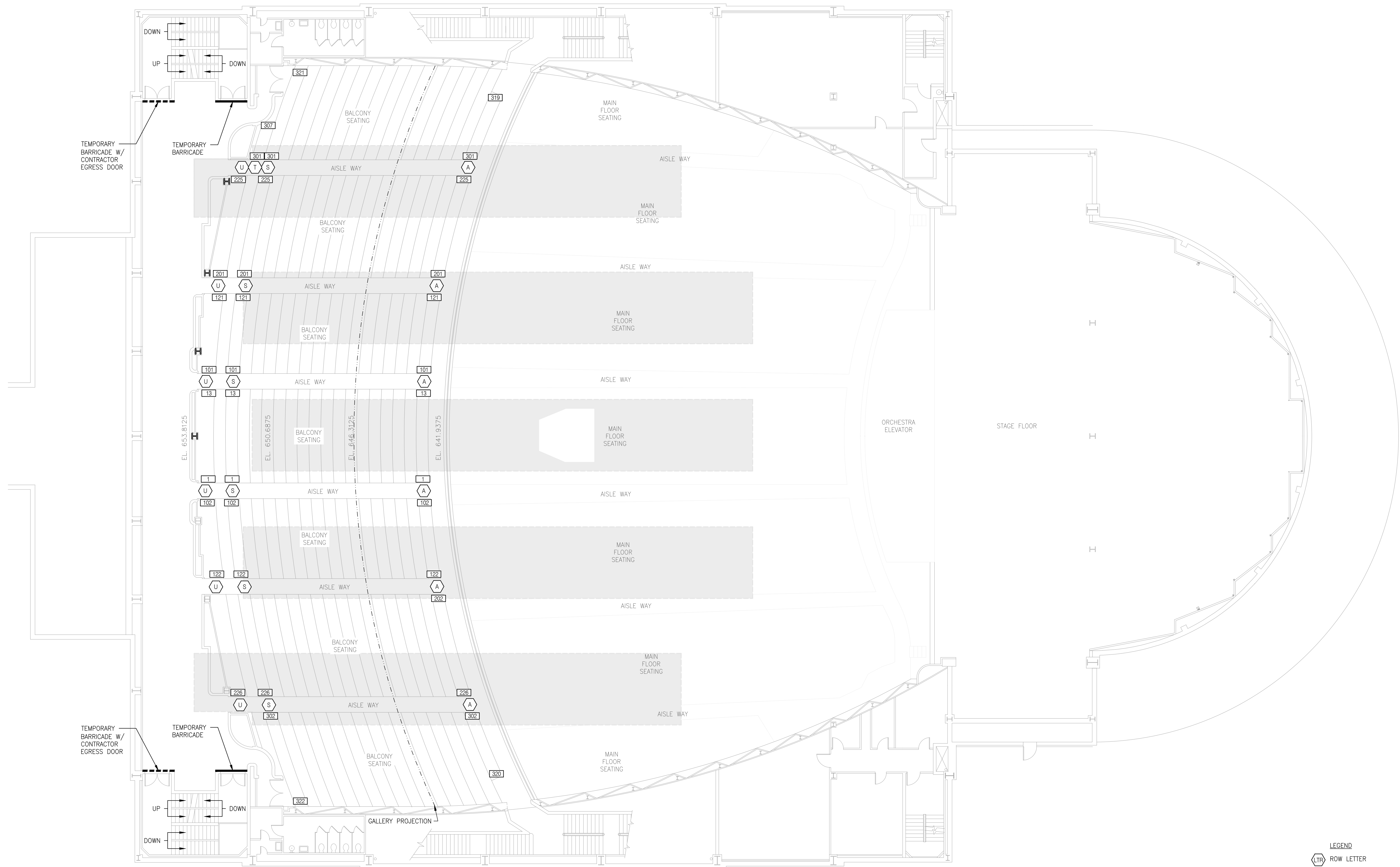
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C.40.11859  
BUILDING NAME  
ELLT  
BUILDING CODE  
M-7  
CHECKED BY  
BRW  
DRAWN BY  
JND  
SCALE  
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DATE  
DECEMBER 15, 2025  
SHEET NO.

R101

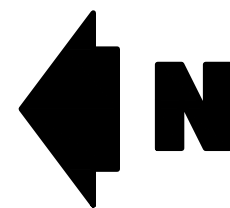
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317/594-5152 PHONE  
317/594-9590 FAX



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ELLIOT HALL OF MUSIC BALCONY FLOOR  
3/32"=1'-0"



- LEGEND
- ROW LETTER
  - SEAT NUMBER
  - EXISTING CEILING TILE PROJECTION.  
(FOR PROPOSED TILE LAYOUT SEE  
R107 AND R108)

ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

| SYM. | REVISION       | DATE     |
|------|----------------|----------|
| 0    | ISSUED FOR BID | 12/15/25 |
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|      |                |          |
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TITLE  
BALCONY FLOOR PLAN

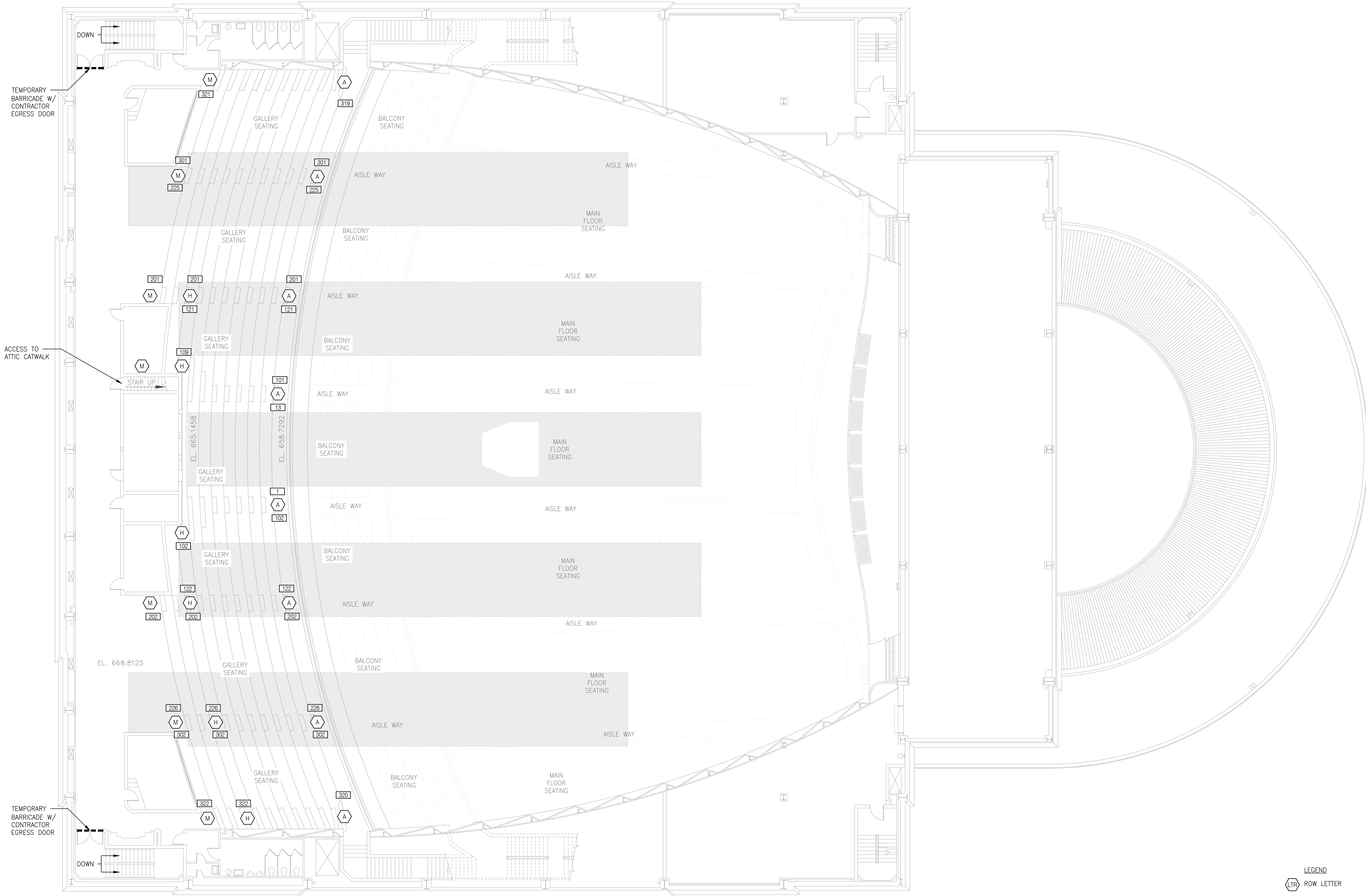
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| PROJECT NO.   | C.40.11859        |
| BUILDING NAME | ELLT              |
| BUILDING CODE | M-7               |
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| DRAWN BY      | JND               |
| SCALE         | 3/32"=1'-0"       |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     |                   |

R102

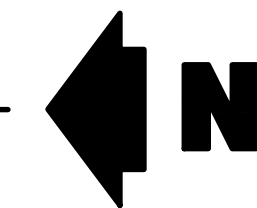


ARSEE ENGINEERS | SINCE 1968  
CLIENT ORIENTED - BY DESIGN  
9715 KINCAID DRIVE, SUITE 100  
FISHERS, INDIANA 46037-9459  
317/594-5152 PHONE  
317/594-9950 FAX

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ELLIOT HALL OF MUSIC GALLERY FLOOR  
3/32"=1'-0"



- LEGEND
- ROW LETTER
  - SEAT NUMBER
  - EXISTING CEILING TILE PROJECTION.  
(FOR PROPOSED TILE LAYOUT SEE R107 AND R108)

**ARSEE ENGINEERS** | SINCE 1968  
CLIENT ORIENTED - BY DESIGN  
9715 KINCAID DRIVE, SUITE 100  
FISHERS, INDIANA 46037-9459  
317/594-5152 PHONE  
317/594-9950 FAX

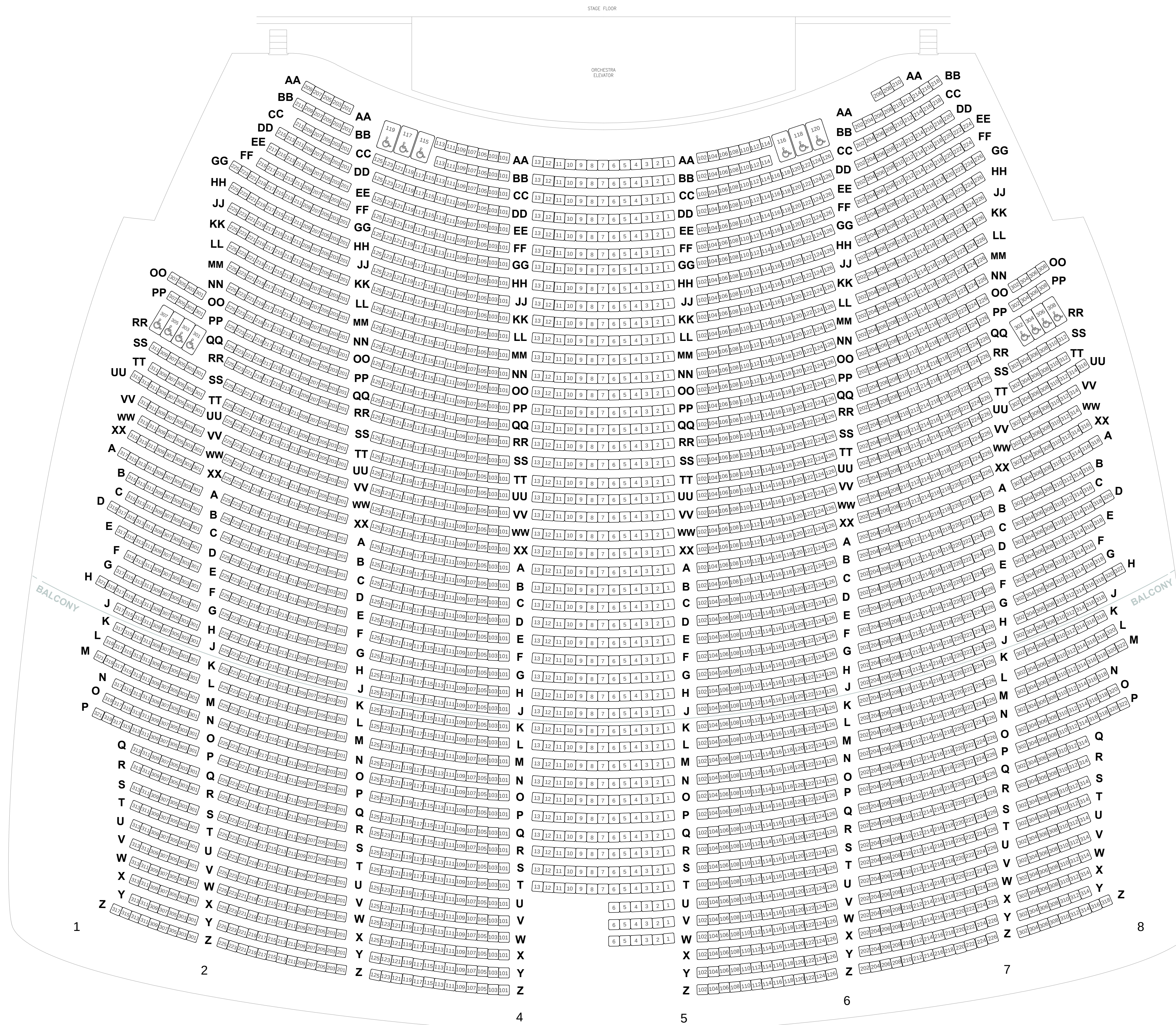


ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

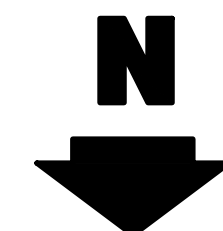
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TITLE  
GALLERY FLOOR PLAN

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|---------------|-------------------|
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| BUILDING CODE | M-7               |
| CHECKED BY    | BRW               |
| DRAWN BY      | JND               |
| SCALE         | 3/32"=1'-0"       |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     | R103              |



ELLIOT HALL OF MUSIC MAIN FLOOR – SEATING CHART  
N.T.S.



ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

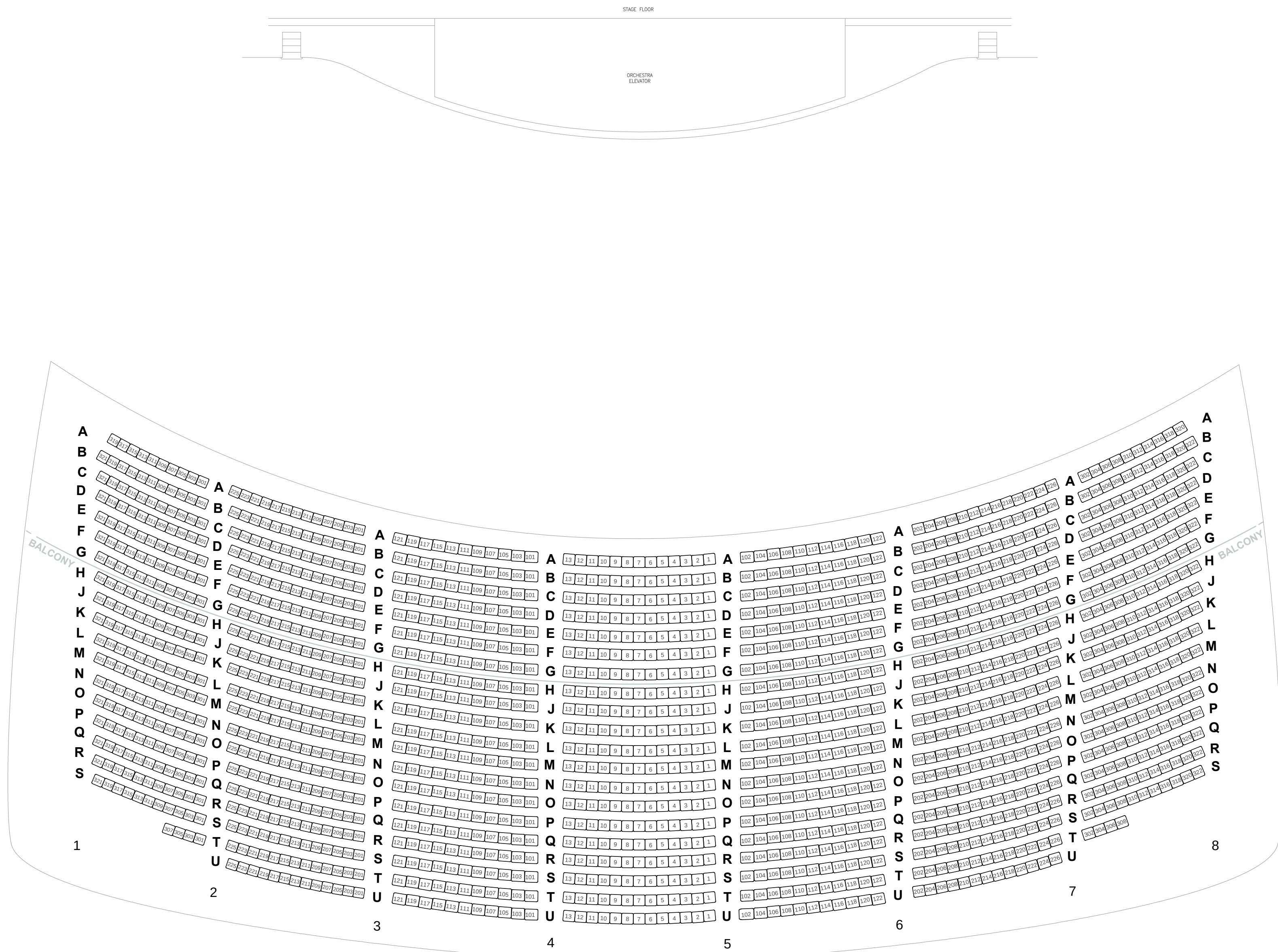
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TITLE  
MAIN FLOOR  
SEATING CHART

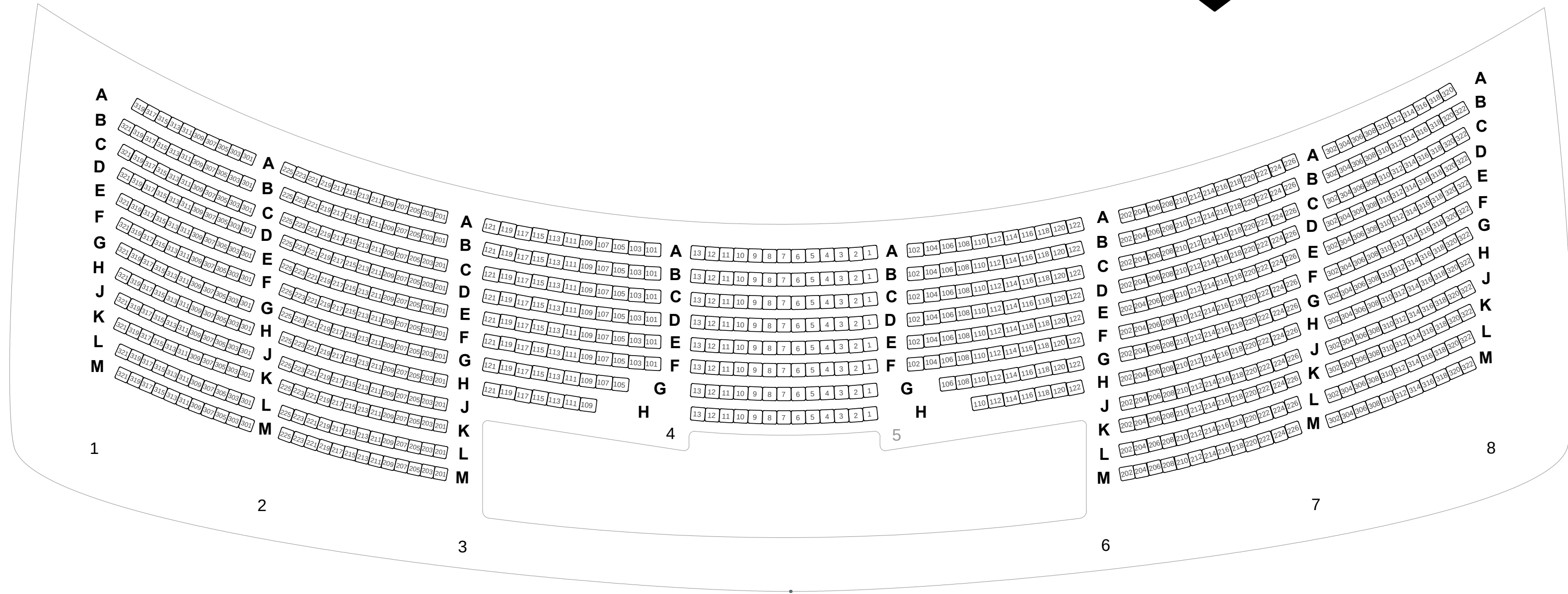
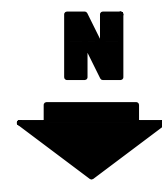
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| BUILDING CODE | M-7               |
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| DRAWN BY      | JND               |
| SCALE         | N.T.S.            |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     |                   |

R104

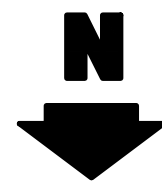
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**ELLIOT HALL OF MUSIC FIRST BALCONY – SEATING CHART**  
N.T.S.



**ELLIOT HALL OF MUSIC SECOND BALCONY – SEATING CHART**  
N.T.S.



ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

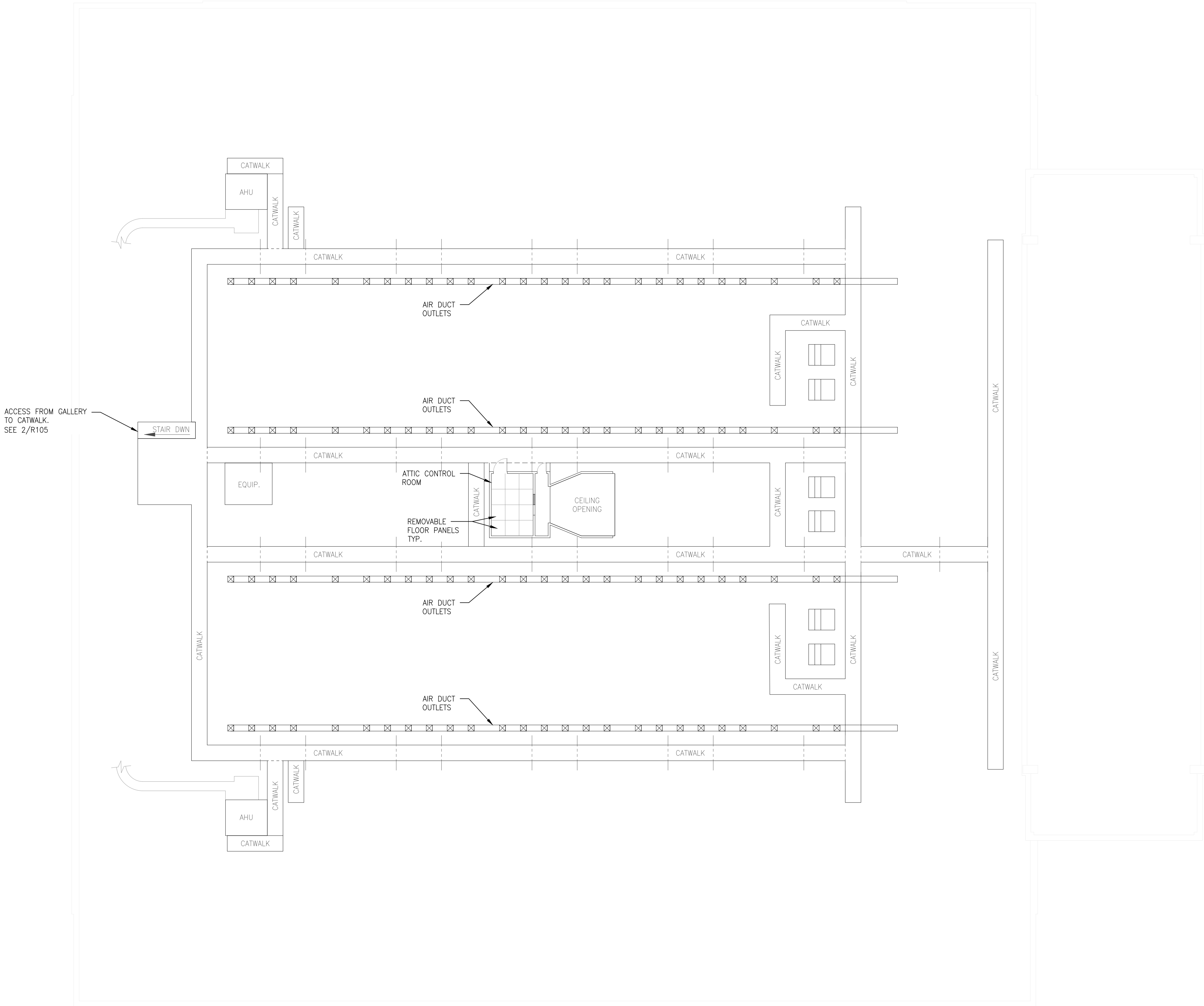
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TITLE  
FIRST BALCONY AND  
SECOND BALCONY  
SEATING CHART

|               |                   |
|---------------|-------------------|
| PROJECT NO.   | C.40.11859        |
| BUILDING NAME | ELLT              |
| BUILDING CODE | M-7               |
| CHECKED BY    | BRW               |
| DRAWN BY      | JND               |
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| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     | R105              |

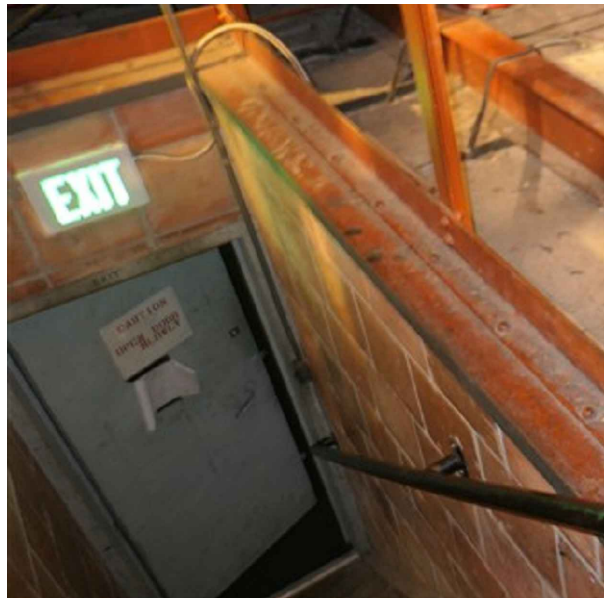
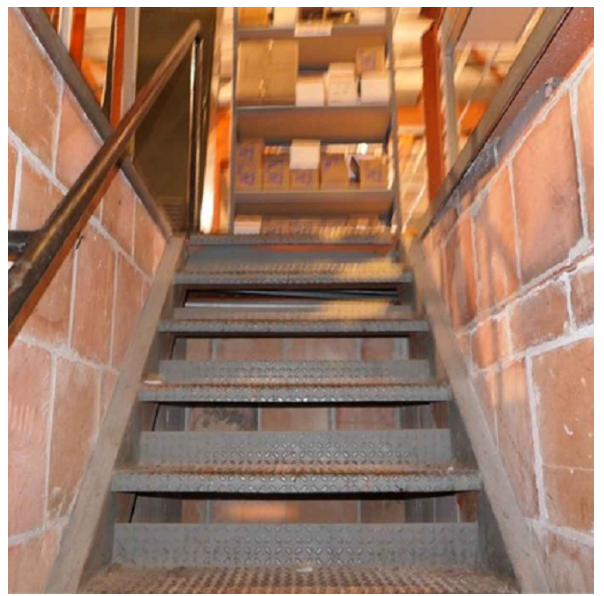
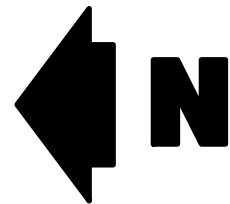
**ARSEE ENGINEERS** | SINCE 1968  
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9715 KINCAID DRIVE, SUITE 100  
FISHERS, INDIANA 46037-9459  
317/594-5152 PHONE  
317/594-9590 FAX

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ELLIOT HALL OF MUSIC ATTIC CATWALK PLAN  
3/32"=1'-0"

1  
R105



ATTIC CATWALK ACCESS STAIR

N.T.S.

2  
R105

TITLE  
ATTIC CATWALK PLAN

|               |                   |
|---------------|-------------------|
| PROJECT NO.   | C.40.11859        |
| BUILDING NAME | ELLT              |
| BUILDING CODE | M-7               |
| CHECKED BY    | BRW               |
| DRAWN BY      | JND               |
| SCALE         | 3/32"=1'-0"       |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     | R106              |

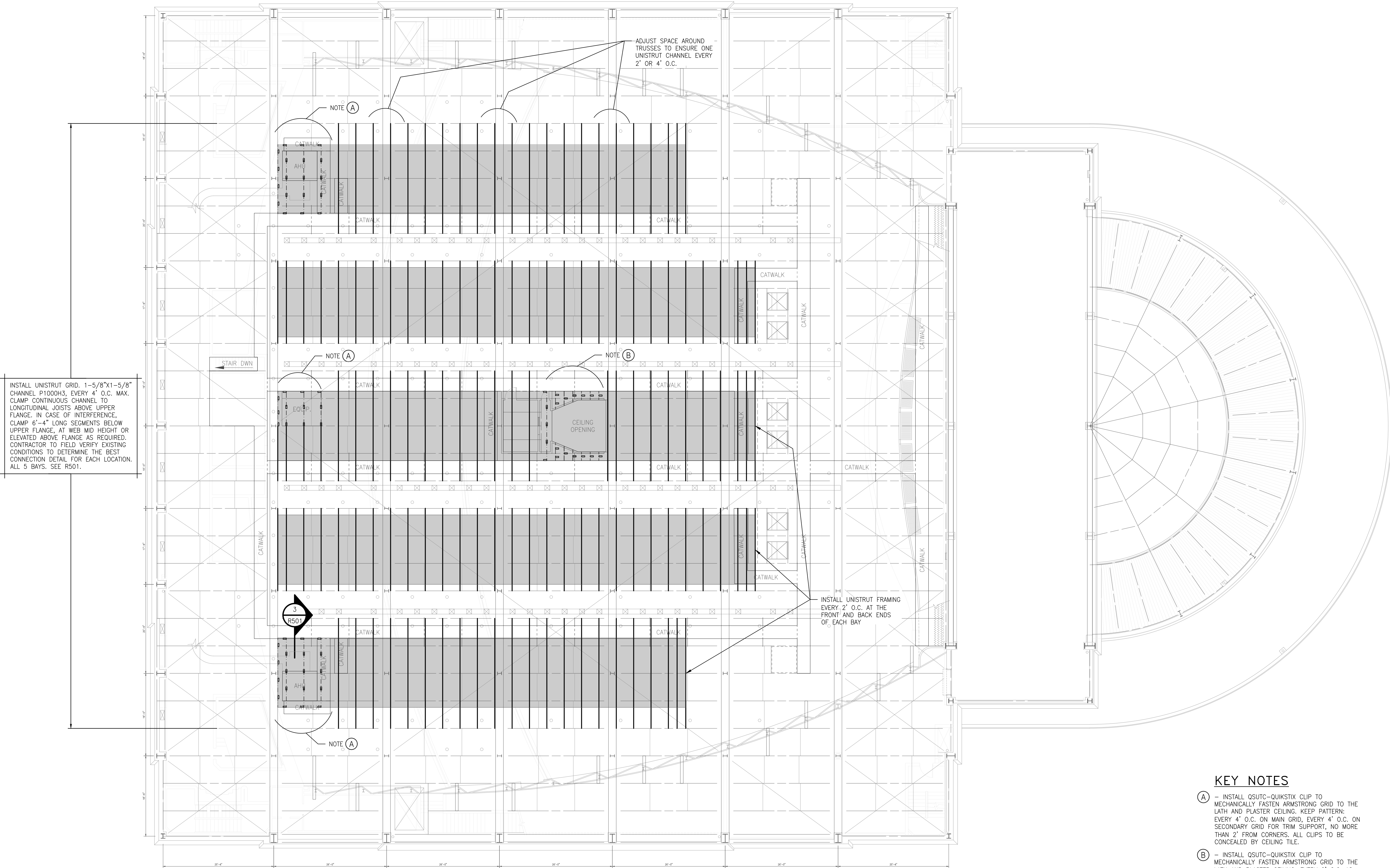
ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

| SYM. | REVISION       | DATE     |
|------|----------------|----------|
| 0    | ISSUED FOR BID | 12/15/25 |
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**ARSEE ENGINEERS** | SINCE 1968  
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317/594-9590 FAX

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INSTALL UNISTRUT GRID. 1-5/8"x1-5/8" CHANNEL P1000H3, EVERY 4' O.C. MAX. CLAMP CONTINUOUS CHANNEL TO LONGITUDINAL JOISTS ABOVE UPPER FLANGE. IN CASE OF INTERFERENCE, CLAMP 6'-4" LONG SEGMENTS BELOW UPPER FLANGE, AT WEB MID HEIGHT OR ELEVATED ABOVE FLANGE AS REQUIRED. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS TO DETERMINE THE BEST CONNECTION DETAIL FOR EACH LOCATION. ALL 5 BAYS. SEE R501.

ADJUST SPACE AROUND TRUSSES TO ENSURE ONE UNISTRUT CHANNEL EVERY 2' OR 4' O.C.

NOTE (A)

NOTE (A)

NOTE (B)

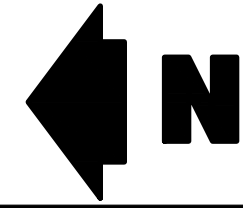
NOTE (A)

### KEY NOTES

- (A) - INSTALL QSUTC-QUIKSTIX CLIP TO MECHANICALLY FASTEN ARMSTRONG GRID TO THE LATH AND PLASTER CEILING. KEEP PATTERN: EVERY 4' O.C. ON MAIN GRID, EVERY 4' O.C. ON SECONDARY GRID FOR TRIM SUPPORT, NO MORE THAN 2' FROM CORNERS. ALL CLIPS TO BE CONCEALED BY CEILING TILE.
- (B) - INSTALL QSUTC-QUIKSTIX CLIP TO MECHANICALLY FASTEN ARMSTRONG GRID TO THE LATH AND PLASTER CEILING, EVERY 2' O.C. AS REQUIRED FOR THE TILE INSTALLATION AROUND THE CEILING OPENING. ALL CLIPS TO BE CONCEALED BY CEILING TILE.

## ELLIOT HALL OF MUSIC ATTIC FRAMING PLAN

3/32"=1'-0"

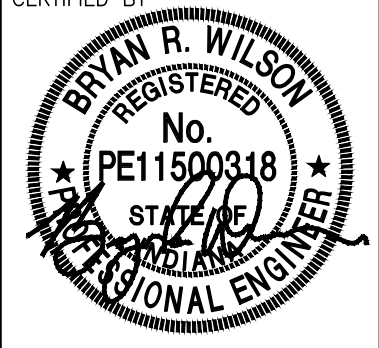


ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

| SYM. | REVISION       | DATE     |
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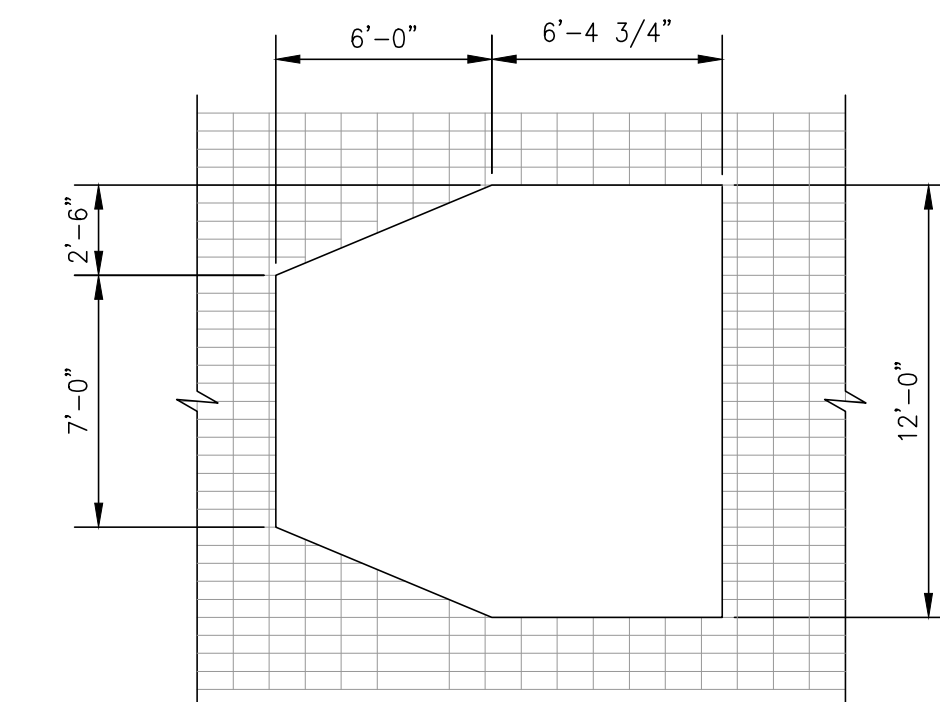
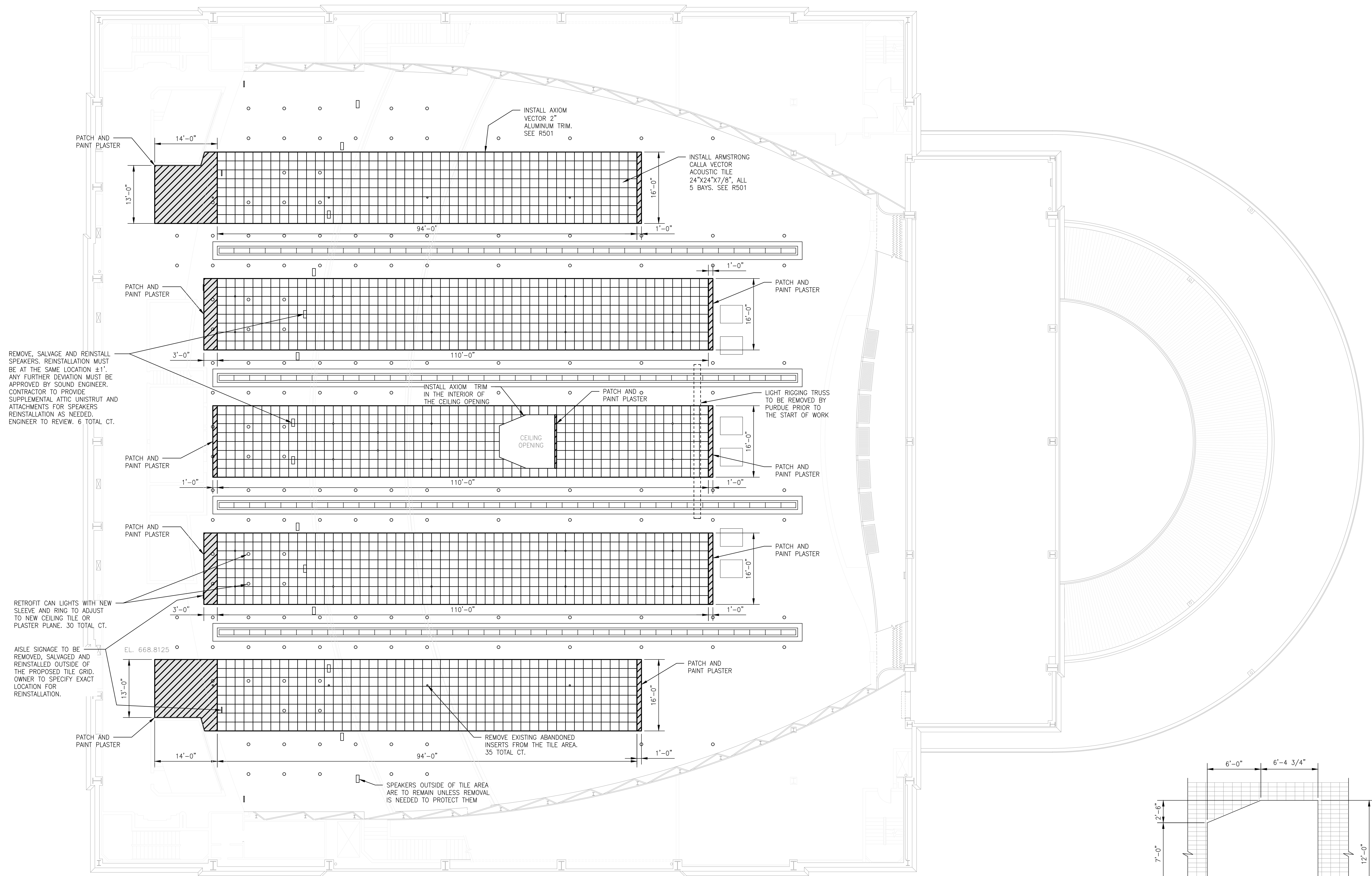
TITLE  
ATTIC FRAMING PLAN

|               |                   |
|---------------|-------------------|
| PROJECT NO.   | C.40.11859        |
| BUILDING NAME | ELLT              |
| BUILDING CODE | M-7               |
| CHECKED BY    | BRW               |
| DRAWN BY      | JND               |
| SCALE         | 3/32"=1'-0"       |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     | R107              |



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9715 KINCAID DRIVE, SUITE 100  
FISHERS, INDIANA 46037-9459  
317/594-5152 PHONE  
317/594-9950 FAX

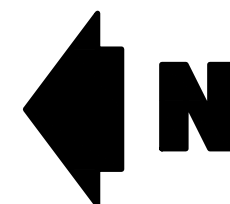
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# ELLIOT HALL OF MUSIC REFLECTED CEILING PLAN

3/32"=1'-0"

1  
R107



# EXISTING CEILING OPENING

3/16"=1'-0"

2  
R107

**ARSEE ENGINEERS** | **SINCE 1968**  
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9715 KINCAID DRIVE, SUITE 100  
FISHERS, INDIANA 46037-9459  
317/594-5152 PHONE  
317/594-9950 FAX



ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

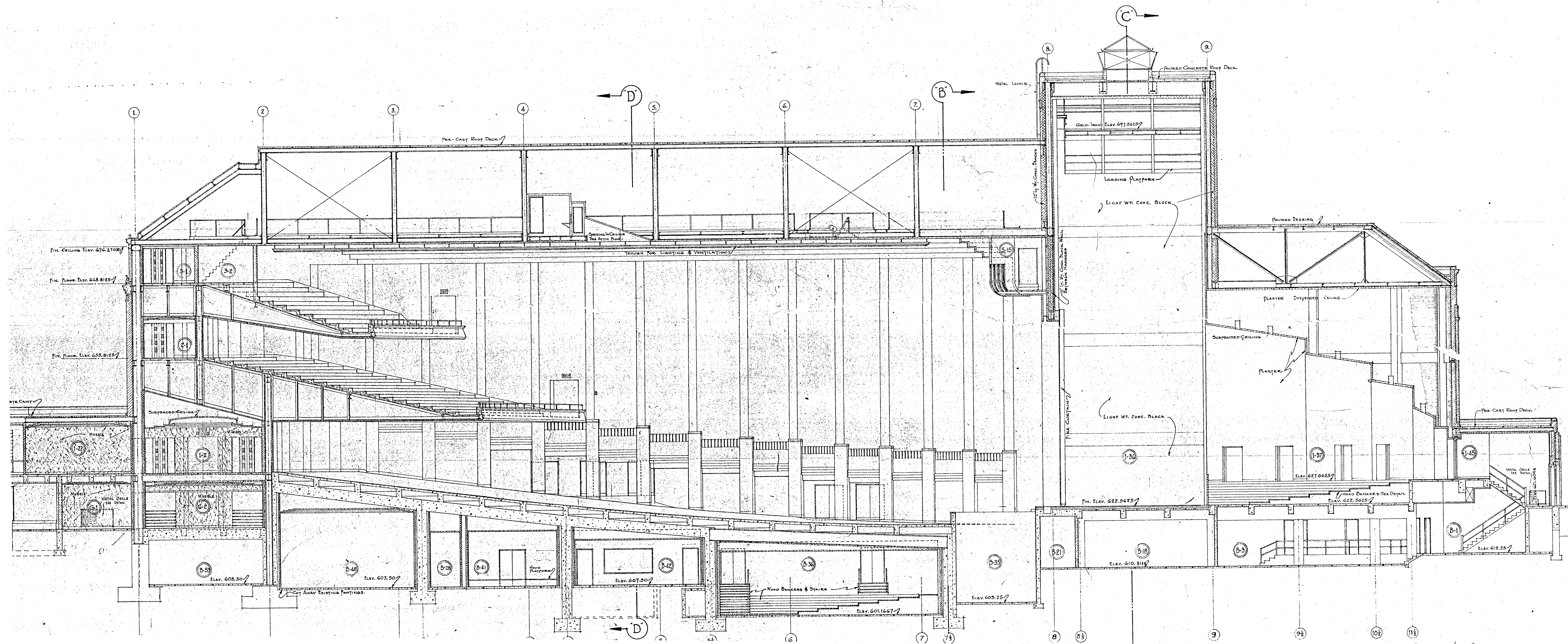
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TITLE  
REFLECTED CEILING PLAN

|               |                   |
|---------------|-------------------|
| PROJECT NO.   | C.40.11859        |
| BUILDING NAME | ELLT              |
| BUILDING CODE | M-7               |
| CHECKED BY    | BRW               |
| DRAWN BY      | JND               |
| SCALE         | 3/32"=1'-0"       |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     |                   |

R108

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**ELLIOT HALL OF MUSIC LONGITUDINAL SECTION ON CENTER LINE**  
3/32"=1'-0"

**SECTION NOTE:**

THE LONGITUDINAL SECTION SHOWN ABOVE IS AN EXCERPT OF SHEET NO. 16 OF THE ORIGINAL DRAWINGS FOR ELLIOTT HALL AS PREPARED BY WALTER SCHOLER & ASSOCIATES ARCHITECTS AND DATED SEPTEMBER 30, 1938. THIS DRAWING IS SHOWN FOR REFERENCE PURPOSES ONLY. THE ACTUAL CONFIGURATION MAY VARY FROM WHAT IS SHOWN. CONTRACTOR IS REQUIRED TO FIELD VERIFY AS NECESSARY FOR THE PROJECT WORKS.

**ARSEE ENGINEERS** | SINCE 1968  
CLIENT ORIENTED - BY DESIGN  
9715 KINCAID DRIVE, SUITE 100  
FISHERS, INDIANA 46037-9459  
317/594-5152 PHONE  
317/594-9950 FAX

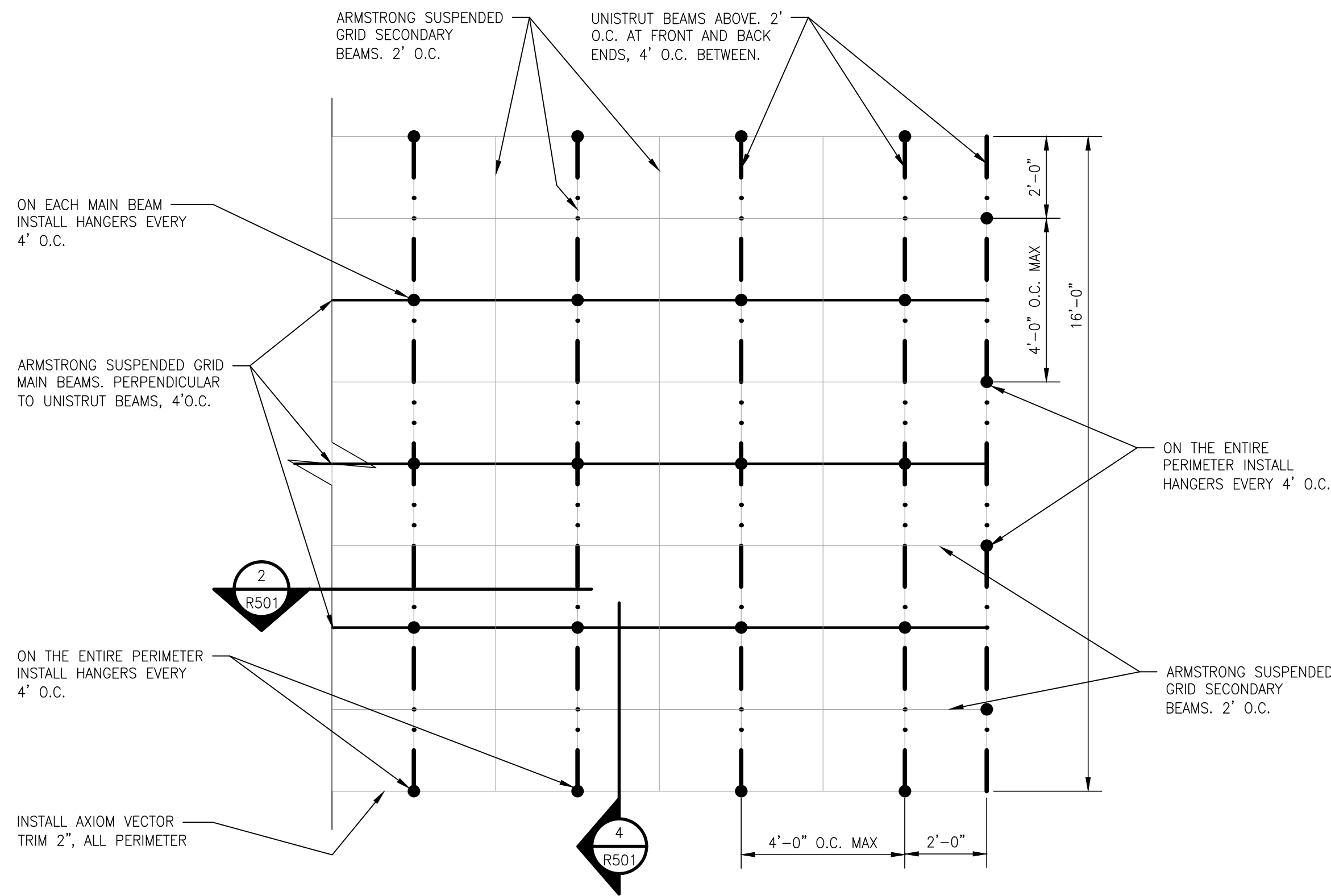


ELLIOTT HALL OF MUSIC  
CEILING TILE  
REPLACEMENT - 2026  
PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

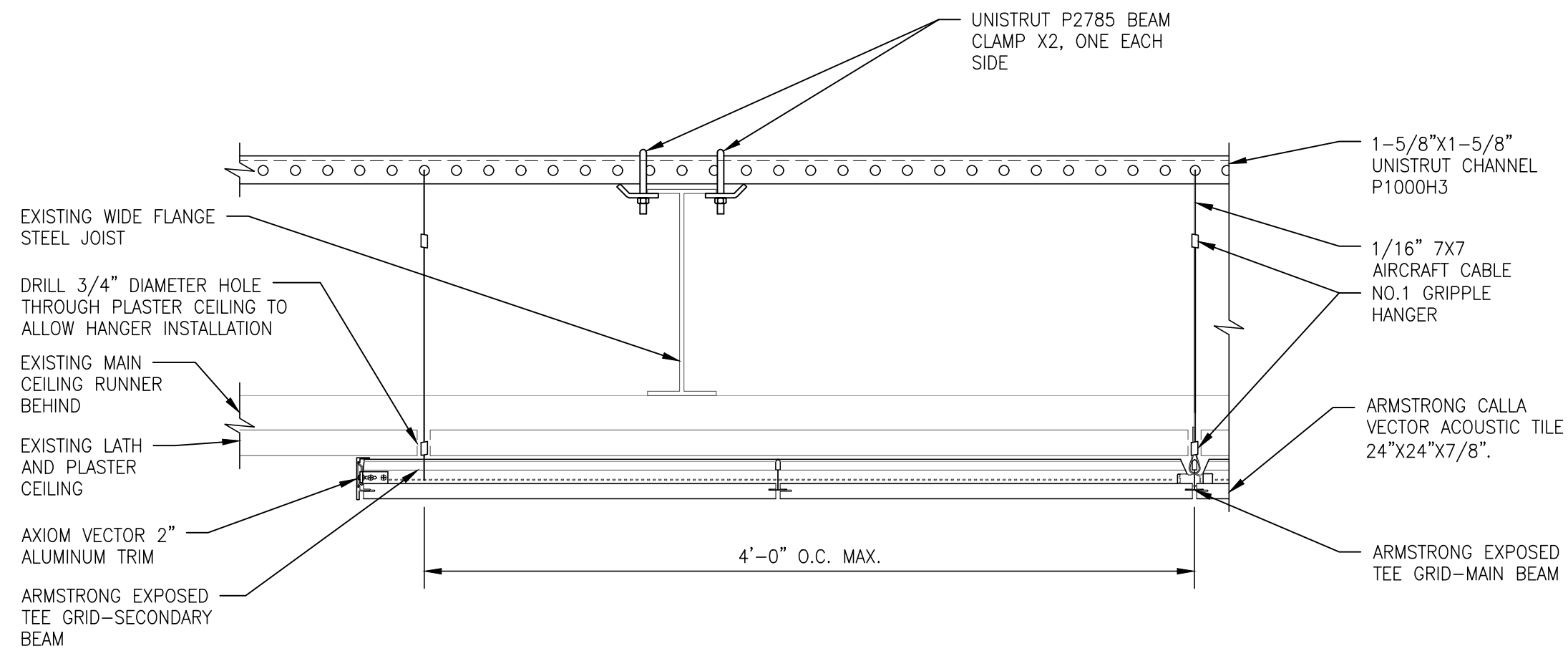
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|---------------|----------------------------------------|
| TITLE         | LONGITUDINAL SECTION<br>ON CENTER LINE |
| PROJECT NO.   | C.40.11859                             |
| BUILDING NAME | ELLT                                   |
| BUILDING CODE | M-7                                    |
| CHECKED BY    | BRW                                    |
| DRAWN BY      | LEG                                    |
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| DATE          | DECEMBER 15, 2025                      |
| SHEET NO.     | R301                                   |

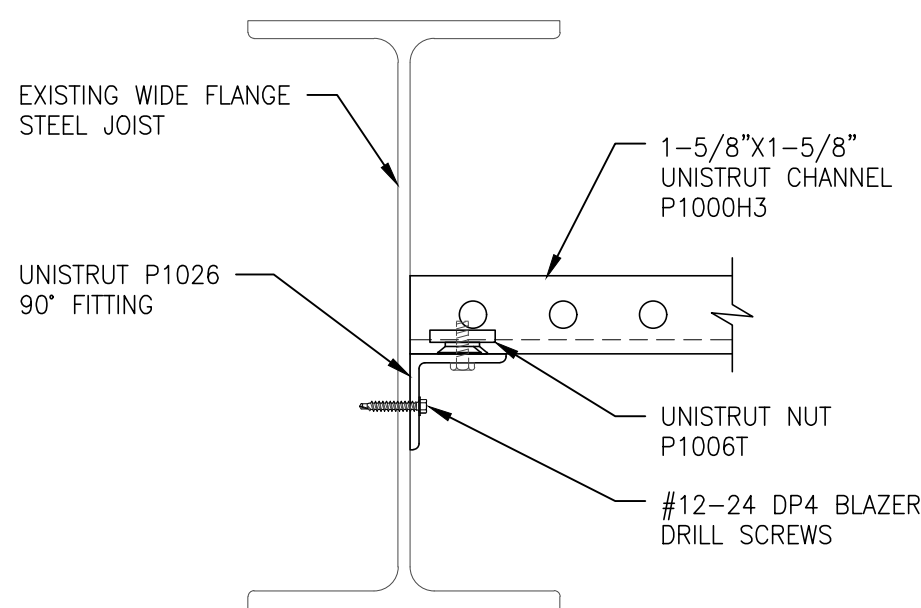
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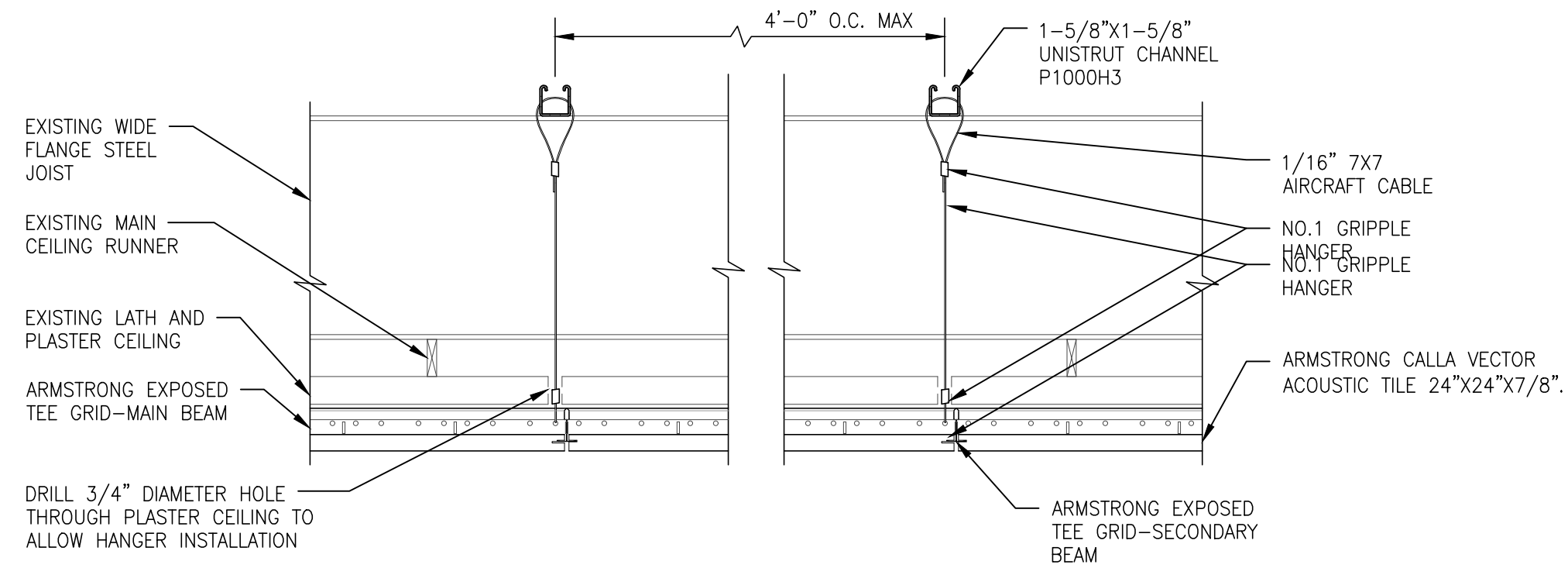
CEILING TILES GRID DETAIL  
3/8"=1'-0" 1 R501



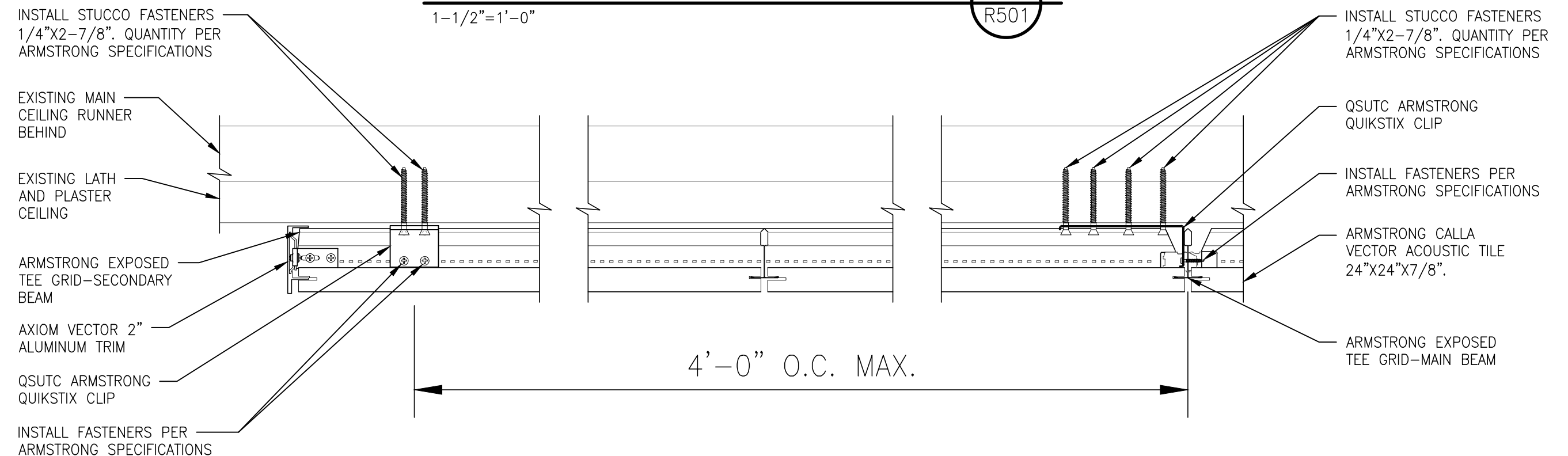
CEILING TILES TRIM DETAIL  
1-1/2"=1'-0" 4 R501



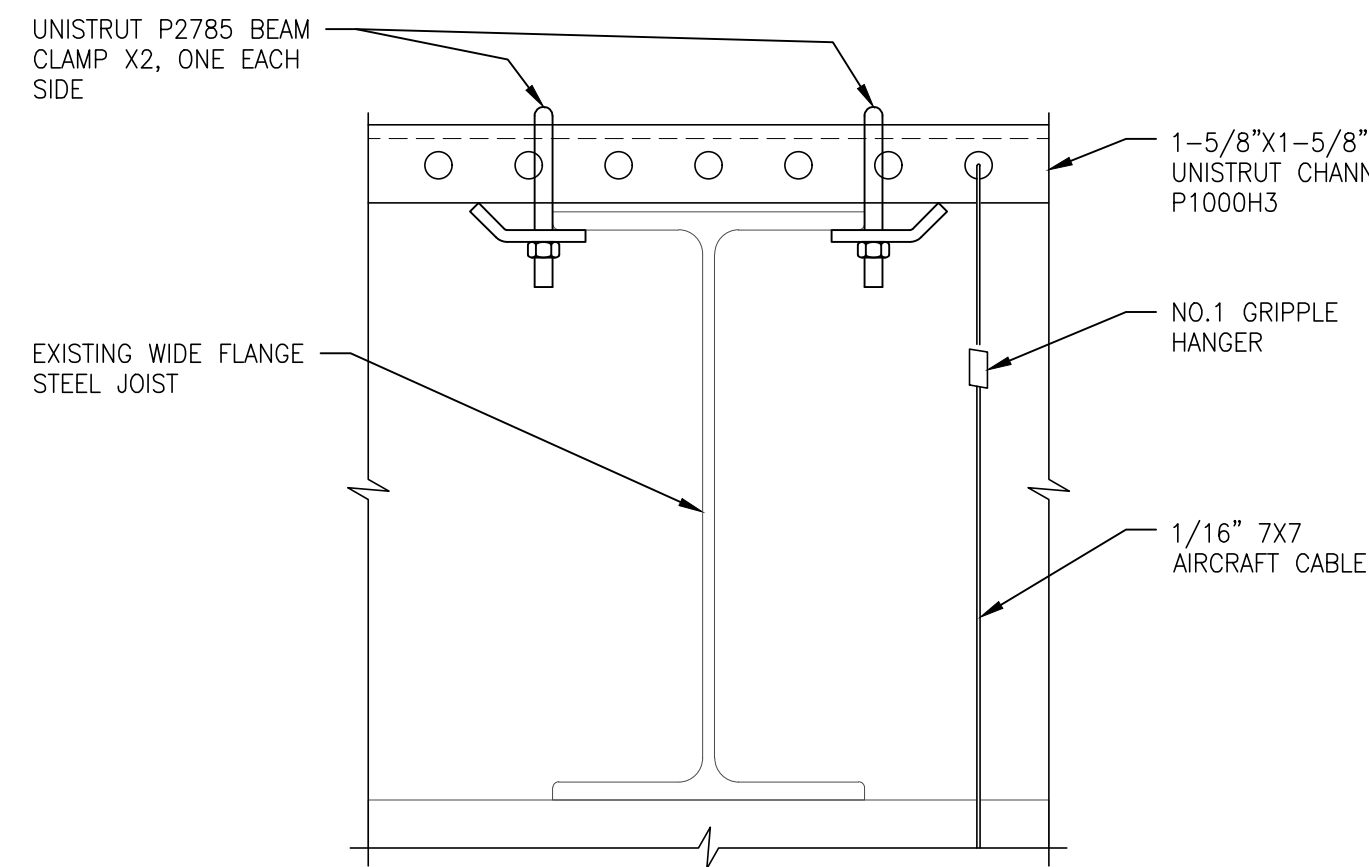
UNISTRUT INTO WEB DETAIL  
3"=1'-0" 7 R501



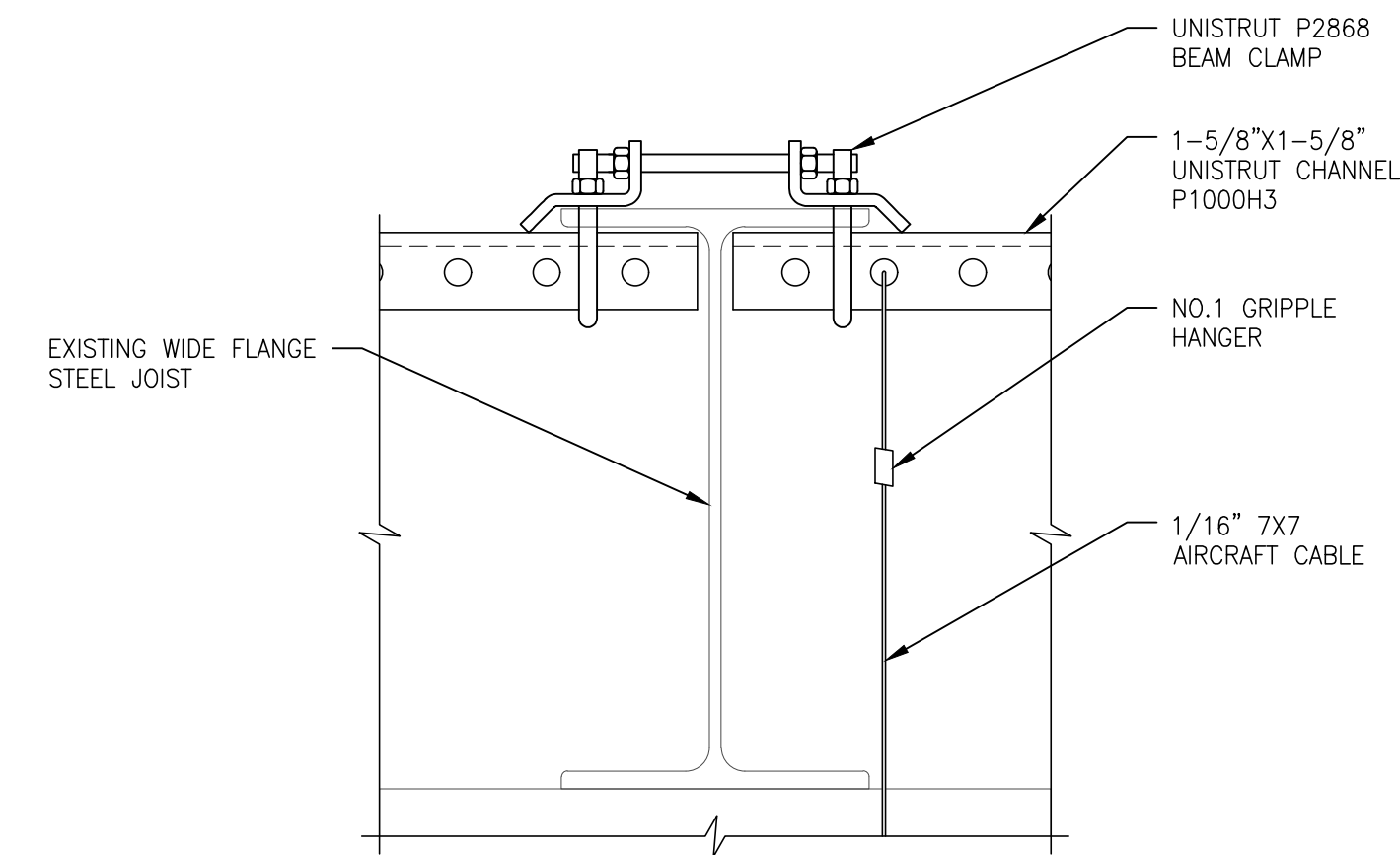
CEILING TILES SUSPENSION  
1-1/2"=1'-0" 2 R501



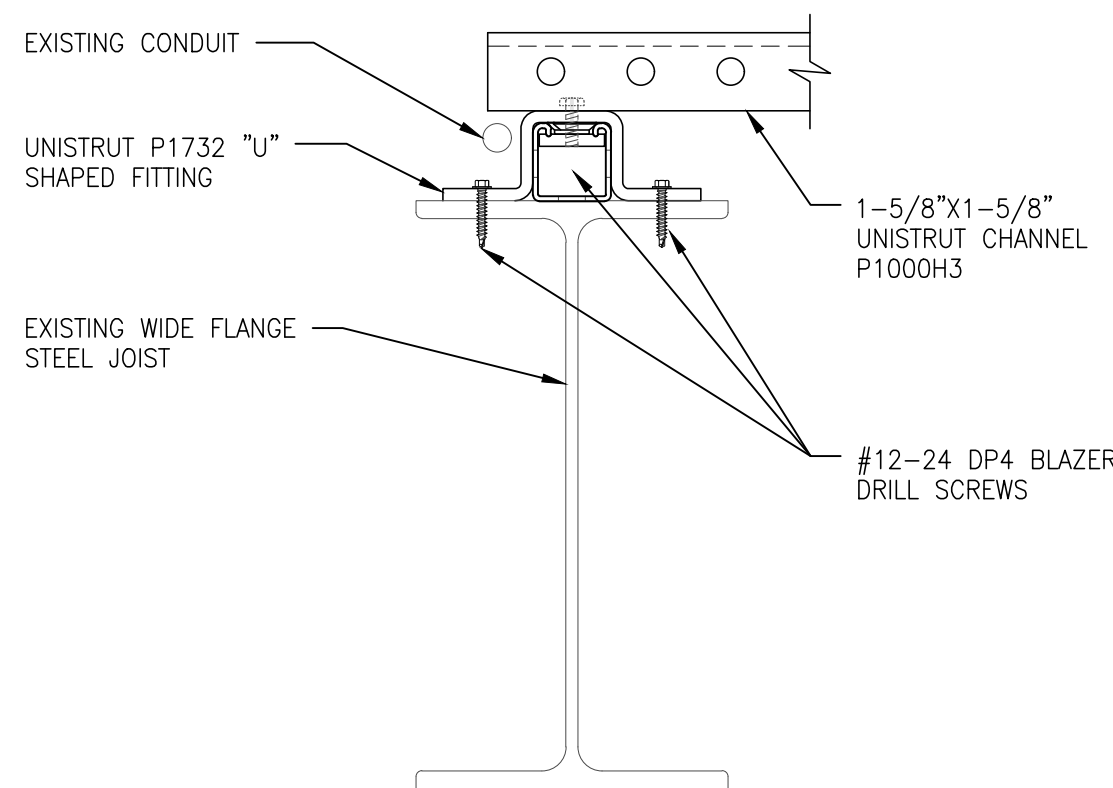
CEILING TILE FASTENED TO PLASTER  
3"=1'-0" 3 R501



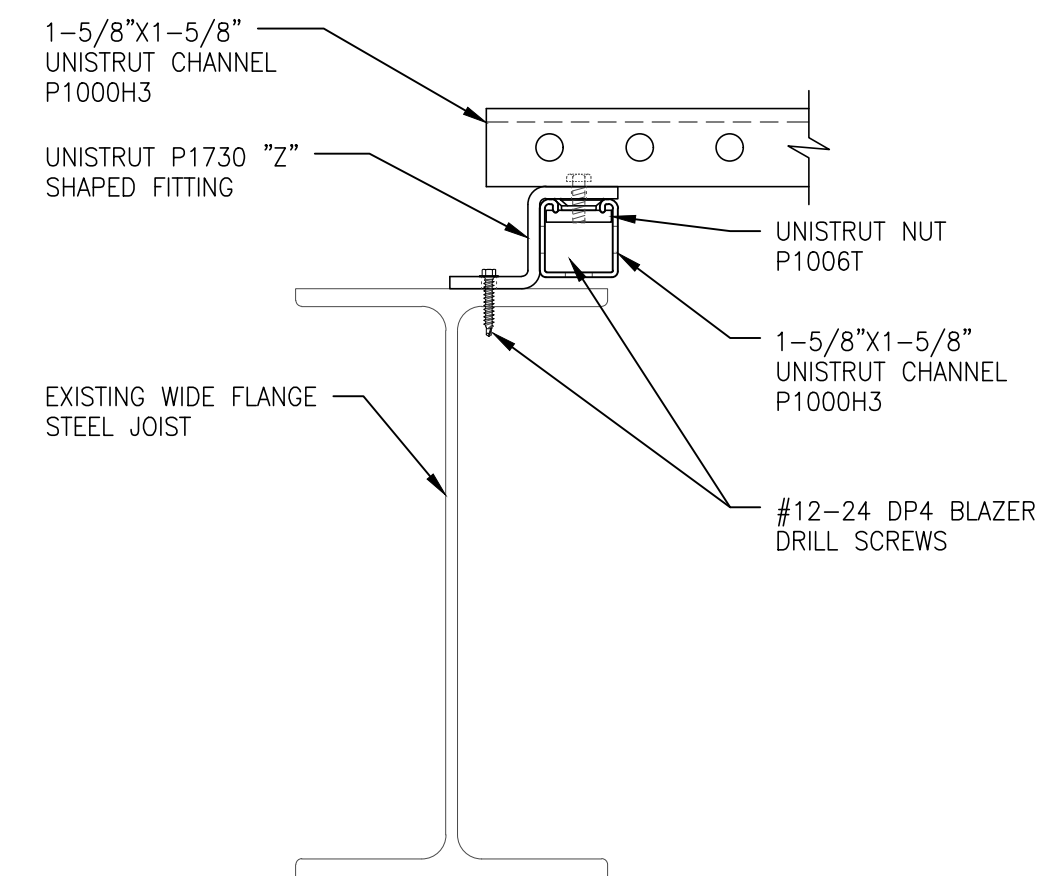
UNISTRUT ABOVE JOIST DETAIL  
3"=1'-0" 5 R501



UNISTRUT BELOW FLANGE DETAIL  
3"=1'-0" 6 R501



UNISTRUT ABOVE CENTER DETAIL  
3"=1'-0" 8 R501



UNISTRUT ABOVE SIDE DETAIL  
3"=1'-0" 9 R501

| SYM. | REVISION       | DATE     |
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| PROJECT NO.   | C-40.11859        |
| BUILDING NAME | ELLT              |
| BUILDING CODE | M-7               |
| CHECKED BY    | BRW               |
| DRAWN BY      | LEG               |
| SCALE         | AS NOTED          |
| DATE          | DECEMBER 15, 2025 |
| SHEET NO.     | R501              |

PROJECT MANUAL  
FOR  
ELLIOTT HALL OF MUSIC CEILING  
TILE REPLACEMENT - 2026

Project ID: C.40.11859  
Building Index No.: M-7 (ELLT)

prepared for

PURDUE UNIVERSITY  
WEST LAFAYETTE, INDIANA

prepared by

ARSEE ENGINEERS  
9715 KINCAID DRIVE, SUITE 100  
FISHERS, INDIANA 46038-9459

DECEMBER 15, 2025

|          |
|----------|
| FOR BIDS |
|----------|

**SPECIFICATIONS**  
**for**  
**Elliott Hall of Music Ceiling**  
**Tile Replacement - 2026**

**Purdue University**  
**West Lafayette, Indiana**

**WBSE: C.40.11859**  
**Building Index No: M-7 (ELLT)**

**December 15, 2025**

## Elliott Hall of Music Ceiling Tile Replacement - 2026

Purdue University  
West Lafayette, Indiana

**December 15, 2025**

Certified by:



---

Bryan R. Wilson  
Professional Engineer # PE11500318

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### **Elliott Hall of Music Ceiling Tile Replacement - 2026**

Purdue University, West Lafayette, Indiana

**December 15, 2025**

#### **DIVISION 0    PROCUREMENT AND CONTRACTING REQUIREMENTS**

|              |                                            |
|--------------|--------------------------------------------|
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| 00 01 00     | Supplementary Instructions to Bidders      |
| 00 31 13     | Construction Schedule                      |
| 00 43 00     | Subcontractors and Products List           |
| 00 50 00     | Contract Forms                             |
| 00 70 00     | General Conditions                         |
| Attachment A | Billing Procedure                          |
| Attachment B | Logistics Plan                             |
| Attachment C | Contractor's Bid for Public Work – Form 96 |
| Attachment D | Jobsite Safety and Security Plan           |
| Attachment E | Startup Samples                            |

#### **DIVISION 1    GENERAL REQUIREMENTS**

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|----------|-------------------------------------|
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| 01 02 70 | Applications for Payment            |
| 01 25 00 | Substitutions                       |
| 01 31 00 | Project Management and Coordination |
| 01 31 19 | Meetings and Schedules              |
| 01 32 16 | Construction Progress Schedules     |
| 01 33 00 | Submittals                          |
| 01 35 23 | Owner Safety Requirements           |
| 01 50 00 | Temporary Facilities                |
| 01 66 00 | Product Handling                    |
| 01 73 29 | Cutting and Patching                |
| 01 74 00 | Cleaning                            |
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#### **DIVISION 5    METALS**

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#### **DIVISION 9    FINISHES**

09 51 13 – Acoustical Panel Ceilings

**00 01 00**  
**NOTICE TO BIDDERS**

SECTION 00 10 00  
NOTICE TO BIDDERS

SECTION 00 01 00 – NOTICE TO BIDDERS

As the Construction Manager as Constructor (CMc) Kettelhut Construction, Inc. (“Kettelhut Construction”) shall accept bids for the **Elliott Hall of Music Ceiling Tile Replacement - 2026** project located in West Lafayette, Indiana, pursuant to Indiana Code S-32.

**BID PACKAGES:**

Bid Package #1 – General Trades  
Bid Package #2 – Ceiling Tile Clouds  
Bid Package #3 – Scaffolding

**Bid Submission**

All bids must be submitted via Kettelhut Construction Inc.’s secure Pipeline bidding site prior to the deadline for bids indicated below. All bidders shall contact Kettelhut’s office (765-447-2181 or [kci@kettelhut.com](mailto:kci@kettelhut.com)) a minimum of five days prior to this deadline to verify they are actively registered in their Pipeline database and have received an Invitation to Bid which are both required in order to submit a bid on this project. Please see Sections 00 0100 Instructions to Bidders and 00 01 10 Supplementary Instructions to Bidders of the project specifications for additional instructions and requirements for submitting bids on this project.

Bids combining multiple packages are allowed but will only be accepted if the bidder also includes bids for each individual Package included. All Packages included in combination bids must be clearly identified on the Pipeline Combination Bid Form and separate Bid Forms must be submitted for each individual Package and combination thereof.

No bids will be accepted on Pipeline after the bid deadline.

See critical dates & times listed below (all Eastern Standard Time):

**Issued for Bid: December 15, 2025**

**Pre-Bid Meeting: January 6, 2026 at 10:00 AM E.S.T – Elliott Hall - Main Auditorium**

**Bids Due: January 20, 2026 at 2:00 PM E.S.T.**

The Pre-Bid Meeting will start at 10:00 AM in the Main Auditorium area near the stage in the Elliott Hall of Music. A building tour to review existing conditions will follow. Although not mandatory, all bidders are strongly encouraged to attend to review existing conditions, including in the attic, that will directly impact the performance of the work.

The following documents are required to be completed in full and submitted with each bid proposal by the above referenced bid due date and time:

1. Pipeline Bid Form (Form found on Pipeline)
2. Bid Security (Bid Bond / Certified Check) in the amount of 5% of the Bid Amount – not required if Bid Package is less than \$200,000.00. Certified checks will need to be received by 2:00 p.m. EST at Kettelhut Construction, Inc. Main Office: 740 Sagamore Parkway South, Lafayette, IN 47905.
3. Contractors Bid for Public Work Form 96 (Attachment C): Must be filled out in its entirety including Financial Statement & Non-Collusion Affidavit if Bid Package is equal to or greater than \$150,000.00. Only Part 1 and Non-Collusion Affidavit are required if Bid Package is less than \$150,000.00. (Form must be uploaded to Pipeline)
4. Trench Safety Affidavit (Attachment C): Must be submitted with bid by all contractors performing trenching activities on project. (Form must be uploaded to Pipeline)
5. Drug Testing Affidavit (Attachment C): Must be submitted with bid for all contractors performing work onsite. (Form must be uploaded to Pipeline)

All Bid Packages over \$100,000.00 will be required to include an add alternate for Performance and Payment Bonds for 100% of their base bid, including alternates. Location to provide add alternate will be included on the Pipeline Bid Form. Performance and Payment Bonds may be required for select scope of work packages based on Owner and Kettelhut Construction, Inc.'s discretion.

**The following documents are required to be completed in full and submitted for each bid proposal within 24 hours after bid due date and time. Deliverable via email to Cade Hennemann [cch@kettelhut.com](mailto:cch@kettelhut.com).**

1. M/W/VBE Participation Forms
  - Statement of Proposed M/W/VBE Utilization
  - Waiver Application – Good Faith Effort
2. List of Subcontractors with Corresponding Scope of Work
3. List of Material Suppliers

All bidders may purchase a hardcopy of the required bidding documents or electronic copy (CD) from:

**Blue Print Specialties**  
[www.blueprintspecialties.net](http://www.blueprintspecialties.net)  
(765) 742-6976

Electronic copies will be provided free to download from Kettelhut Construction, Inc.

For questions regarding the bid documents contact Mr. Cade Hennemann at (765)-447-2181 (via email at [cch@kettelhut.com](mailto:cch@kettelhut.com).) or Mr. Greg Helms at (765) 447-2181 (via email at [gmh@kettelhut.com](mailto:gmh@kettelhut.com).)

The project has established goals for Minority Business Enterprises, Woman Business Enterprises, and Veteran Business Enterprises. Each bidding contractor shall reference Section 00 01 10 – Supplementary Instructions to Bidders for the goals that have been established for each individual contract.

The Construction Manager reserves the right to reject any and all bids and/or to waive any irregularities and informalities in the bid responses.

Bidding documents may be examined at the following locations:

**Plan Room**

Kettelhut Construction, Inc.  
740 Sagamore Parkway South  
Lafayette, IN 47905  
Phone: (765) 447-2181

**Blue Print Specialties**

[www.blueprintspecialties.net](http://www.blueprintspecialties.net)  
Phone: (765) 742-6976

END OF SECTION

**00 01 10**  
**SUPPLEMENTARY INSTRUCTIONS**  
**TO BIDDERS**

SECTION 00 01 10  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SECTION 00 01 10 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Supplementary Instruction To Bidders consists of the following changes, additions, modifications and deletion to the Contract Documents and Drawings as follows:

**IB1.10 GENERAL: Make the following revisions:**

IB1.01 General: Change “Advertisement for Bids” to “00 10 00 Notice to Bidders”.

**IB1.06 SUBMISSION OF BIDS AND QUESTIONNAIRES: Make the following revisions:**

IB1.06.A.3: Add “Please see 00 10 00 Notice to Bidders for bond requirements for individual bid packages.”

IB1.06.A.6: “Proof of MBE/VBE participation forms to be submitted within 24 hours of bid date and time in accordance with 00 10 00 Notice to Bidders.”

IB1.06.B: Delete in it’s entirety and replace with the following:

- a. Each bid shall be submitted electronically through Kettelhut Construction’s secure Pipeline bidding site.
- b. To submit a bid bidders must be registered in Kettelhut Construction’s Pipeline database. All bidders that are unsure if they are registered must contact Kettelhut Construction’s office a minimum of 5 days prior to the bid deadline to insure they are registered to access Pipeline.
- c. Bids combining multiple packages are allowed, but will only be accepted if the bidder also includes bids for each individual Package included. All Packages included in combination bids must be clearly identified on the Pipeline “Package Combination Bid Form” and separate Bid Forms must be submitted for each individual Package and combination thereof.
- d. Bidders submitting a bid must follow the instructions included in “IB1.22 Pipeline Suite – Subcontractor User Manual” added at the end of this specification section.

**IB1.08 CONTRACT: Make the following revisions:**

IB1.08 Contract: Delete in its entirety.

IB1.09 Form of Contract: Delete in its entirety.

**IB1.11 LICENSED PLUMBING CONTRACTORS: Make the following revision:**

IB1.11 Licensed Plumbing Contractors: Add the following as another means of providing acceptable evidence of being a licensed Plumbing Contractor: “Inclusion of the Subcontractor’s Plumbing License Number on Bid Forms for Packages that include Plumbing installation.”

**IB1.12 MINORITY CONTRACTORS: Make the following revisions:**

IB1.12 Minority Contractors: Delete MBE/WBE Program Forms & subparagraphs A, B, & C in their entirety.

**IB1.17 OWNER SAFETY REQUIREMENTS: Make the following revisions:**

IB1.17 Owner Safety Requirements: Delete in its entirety.

**IB1.22 PIPELINE SUITE – SUBCONTRACTOR USER MANUAL: Add this Article**

IB1.22 Pipeline Suite – Subcontractor User Manual: Add this Article

**If you want to submit a bid, you have to have an original bid invite. You CAN NOT forward the invite to someone else in your firm to submit. If someone else needs to be invited, please let Jennifer Suite ([jas@kettelhut.com](mailto:jas@kettelhut.com)) know and she will add them and send them an invite.**

- a. Bidders submitting a bid must follow the instructions included below:



## Subcontractor User Manual

(Version: June 29, 2023)

### 1. Accessing the Plan Room from a Bid Invitation

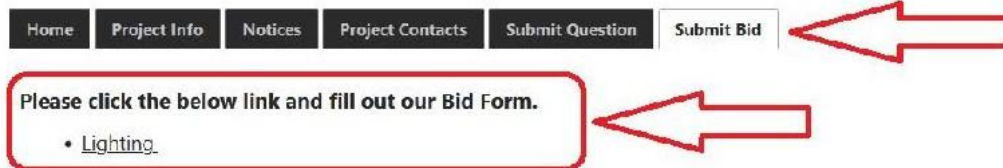
a) From your Invitation to Bid email, click either of the below buttons “Yes”, “Unsure”, or the blue button “View Files and Project Details”.



Note: If the button/links are disabled in your email, launch the URL shown at the bottom of the Bid Invitation and enter the Project ID and your Security Key shown.

### 2. Accessing Bid Form(s) (if any) in the Plan Room

a) From the Plan Room view, click on the Submit Bid tab. If there are Bid Forms available to fill out, you will see them below.



b) Click on the bid form link. You will be prompted to create a free PipelineBid™ account or to login if you already have one. (FYI... PipelineTabs™ is the Bid Form screen you'll see once you log in).

# PipelineTabs PipelineBid

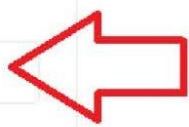
In order to submit a bid response, you'll need to authenticate with your PipelineBid account.

If you don't have you one, you can create a **free** account.

Log In with PipelineBid

- or -

Create PipelineBid Account

 **First time users**

Note: If you need help accessing your bid form, email us at [support@pipelinesuite.com](mailto:support@pipelinesuite.com)

- c) After registering, you should see the bid form to fill out.
- (1) Make your entries.

Summary

Invites / Sample Project

## Sample Project / Lighting

Building 1

- Material cost
- Labor unit cost
- List the date of the drawings you used for your bid.
- List any addendums included.
- List your Lead Time below, assuming the project start date is in July of this year.
- Lead Time in Weeks.

Bid Form Notes

\*Input Required

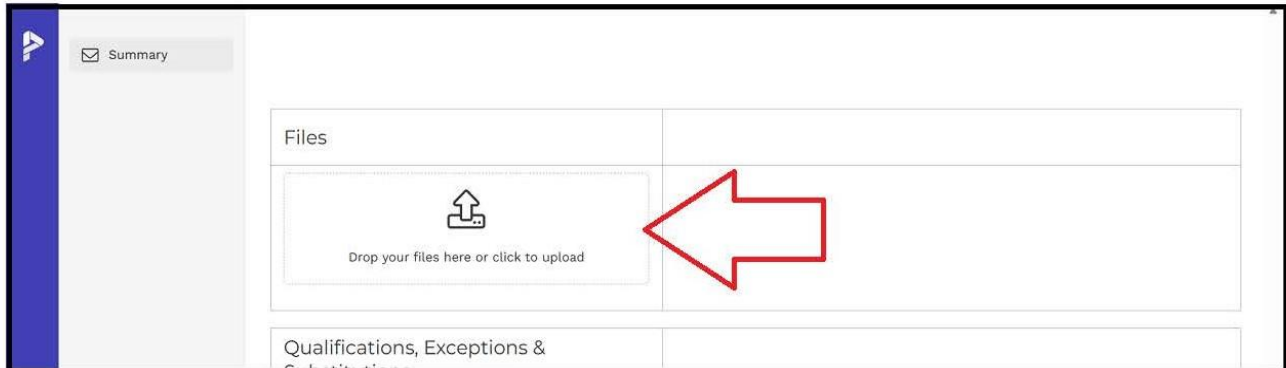
All values should be submitted in Q&Q

| UNIT QUANTITY * | COST PER UNIT * | TOTAL |
|-----------------|-----------------|-------|
|                 |                 |       |
|                 |                 |       |
|                 |                 |       |
|                 |                 |       |

Total: \$0.00

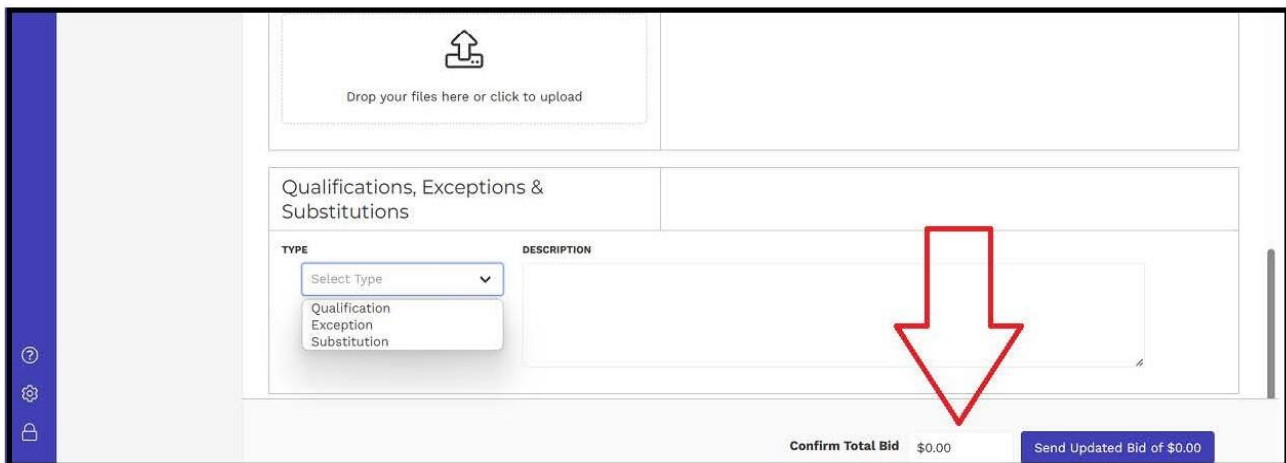
Files

(2) Upload supporting bid documents in the File Upload area.



The screenshot shows a web interface with a sidebar on the left containing a 'Summary' tab. The main content area has a 'Files' section with a large box containing an upload icon and the text 'Drop your files here or click to upload'. A red arrow points to this upload icon. Below the 'Files' section is a 'Qualifications, Exceptions & Substitutions' section.

(3) Type in your total bid at the bottom. The extra step of retyping your bid amount in the lower right is to allow you to verify and confirm that your numbers are correct.



The screenshot shows the 'Qualifications, Exceptions & Substitutions' section. It has a 'TYPE' dropdown menu with options: 'Select Type', 'Qualification', 'Exception', and 'Substitution'. To the right is a 'DESCRIPTION' text area. At the bottom right, there is a 'Confirm Total Bid' field showing '\$0.00' and a blue button labeled 'Send Updated Bid of \$0.00'. A red arrow points to the '\$0.00' value in the 'Confirm Total Bid' field.

### 3. To Submit a Question

a) If you have a question or RFI, click the "Submit Question" tab, enter a short Subject of your question, then type the full question/RFI in the Body. Click the green "Send RFI" button in the lower right to submit.

The screenshot shows the 'Request For Information' form in the PipelineSuite application. The top navigation bar includes links for Home, Project Info, Notices, Project Contacts, Submit Question, and Submit Bid. The 'Submit Question' link is circled in red, with a red arrow pointing down to the 'RFI for Trade' dropdown menu. The dropdown menu is currently set to '26500 (Electrical : Lighting)'. Below this is a 'Subject' text field and a large 'Body' text area. A red arrow points from the bottom right of the 'Body' text area to the 'Send RFI' button, which is also circled in red.

Home Project Info Notices Project Contacts **Submit Question** Submit Bid

**Request For Information**

RFI for Trade 26500 (Electrical : Lighting) ▼

Subject

Body

Send RFI

Need help? Email us at [support@pipelinesuite.com](mailto:support@pipelinesuite.com) or call 949-222-0400.

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END OF DOCUMENT

**00 31 13**  
**CONSTRUCTION SCHEDULE**

SECTION 00 31 13  
CONSTRUCTION SCHEDULE

SECTION 00 31 13 – CONSTRUCTION SCHEDULE

PART 1 – GENERAL

1.1 PROJECT SCHEDULE

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for this Project. They provide Construction Manager's information for Bidders' convenience and are intended to provide a timeline for the project and intended sequence of activities. The Owner's move dates and sequences are set. Bid package contractors should anticipate the necessary manpower, overtime and extended work weeks to maintain this schedule.
- B. Available Project information includes the following:
  - 1. Preliminary Project Schedule: On following pages.

END OF DOCUMENT

|                                                                                                                                                           |                                                                                                |                                                                                      |                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Start Date: 12/15/25<br>Finish Date: 12/30/26<br>Data Date: 12/15/25<br>Run Date: 12/03/25<br>Construction Schedule - Frontend Specs - CDs.ppx<br>Page 1A | <b>Elliott Hall<br/>of Music<br/>Ceiling Tile<br/>Replacement<br/>Preliminary<br/>Schedule</b> |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

|                                                                                                                                                           |                                                                                                                                             |                                                                                      |                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Start Date: 12/15/25<br>Finish Date: 12/30/26<br>Data Date: 12/15/25<br>Run Date: 12/03/25<br>Construction Schedule - Frontend Specs - CDs.ppx<br>Page 2A | <b>Elliott Hall<br/>         of Music<br/>         Ceiling Tile<br/>         Replacement<br/>         Preliminary<br/>         Schedule</b> |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

**00 43 00**  
**SUBCONTRACTORS AND**  
**PRODUCTS LIST**

SECTION 00 43 00  
SUBCONTACTORS AND PRODUCTS LIST

SECTION 00 43 00 – SUBCONTACTORS AND PRODUCTS LIST

DESCRIPTION:

1. The low bidder(s) from each Bid Category shall furnish one copy of the following Subcontractors and Products List to the CMC within two working days (48 hours) after the opening of bids completing the blanks appropriate to the Bid Categories on which they bid.
  - a. The Owner, Architect and Construction Manager shall have the right to choose the Subcontractor, material or equipment for any particular item where the bidder either fails to list same or lists more than one name for the item in question.
  - b. It is intended that this list will show manufacturer and/or supplier of all major items of work that will be subcontracted and to whom.
  - c. After submission of this list by the bidder and after approval of same by the Owner, Architect, and Construction Manager, it shall not be changed unless written approval of said change is authorized by the Owner, Architect and Construction Manager, and unless said change results in a revision of the contract price beneficial to the Owner and is accompanied by a notarized release from the originally named subcontractor, supplier or manufacturer.
  - d. All sub-prime 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 this project, including individuals performing work as independent contractors, within 48 hours after the date the bids are due.

RELATED REQUIREMENTS DESCRIBED ELSEWHERE:

1. Section 00 10 00 – Instructions to Bidders, Article 3.3 SUBSTITUTIONS.

LIST:

Bid Category No.:\_\_\_\_\_ Category Name:\_\_\_\_\_

Name of Bidder:\_\_\_\_\_

Date:\_\_\_\_\_ Telephone:\_\_\_\_\_ Bidder Rep:\_\_\_\_\_

| NO. & DESCRIPTION                      | SUBCONTRACTOR<br>AND/OR SUPPLIER | PRODUCT AND/OR<br>MANUFACTURER |
|----------------------------------------|----------------------------------|--------------------------------|
| <b>BID PACKAGE #1 – GENERAL TRADES</b> |                                  |                                |
| Not Required                           |                                  |                                |
|                                        |                                  |                                |
|                                        |                                  |                                |

|                                             |  |  |
|---------------------------------------------|--|--|
| <b>BID PACKAGE #2 – CEILING TILE CLOUDS</b> |  |  |
| 09 51 13 – ACOUSTICAL PANEL CEILNGS         |  |  |
| Ceiling Tile / Acoustical Panels            |  |  |
| Metal Suspension System / Grid              |  |  |
| Metal Edge Moldings                         |  |  |
|                                             |  |  |
| <b>BID PACKAGE #3 – SCAFFOLDING</b>         |  |  |
| Not Required                                |  |  |
|                                             |  |  |

END OF DOCUMENT

**00 50 00**  
**CONTRACT FORMS**

SECTION 00 50 00  
CONTRACT FORMS

SECTION 00 50 00 – CONTRACT FORMS

PART 1 – GENERAL

A. AGREEMENT

1. AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor forms the basis of Contract between the Owner and Contractor (CMc). Final terms and conditions of the Contract will be as determined by the Owner and Contractor (CMc). Reference Attachment A for a copy of this agreement. When executed, this agreement will become a part of the Contract Documents.
2. All subcontracts with construction trades will utilize Construction Manager's (CMc) standard subcontractor agreement format. A sample Agreement is included in the Project Manual, immediately following this Section. Reference Attachment A for a copy of this agreement.
3. All subcontracts with material suppliers will utilize Construction Manager's (CMc) standard supplier agreement format. A sample Agreement is included in the Project Manual, immediately following this Section. Reference Attachment A for a copy of this agreement.

B. OTHER CONTRACT FORMS

1. Performance Bond – AIA Document A312.
2. Payment Bond – AIA Document A312.
3. Certificate of Insurance – AIA Document G705.
4. Application and Certificate for Payment AIA Document G702 and Continuation Sheet AIA Document G703.
5. Certificate of Substantial Completion – AIA Document G704.
6. Consent of Surety Company to Final Payment – AIA Document G707.
7. Contractor's Affidavit of Payment of Debts and Claims – AIA Form G706.
8. Contractor's Affidavit of Release of Liens – AIA Document G706A.

- C. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docsurchases@aia.org](mailto:docsurchases@aia.org); (800) 942-7732.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF DOCUMENT

**PURCHASE ORDER**

**No. 6952-**

**KETTELHUT CONSTRUCTION, INC.**

GENERAL CONTRACTOR  
CONSTRUCTION MANAGEMENT/CONSULTANTS  
740 SAGAMORE PARKWAY SOUTH  
LAFAYETTE, INDIANA 47905

Phone: 765-447-2181  
Fax: 765-447-7122

Date:

To: Subcontractor  
Street Address  
City, State, Zip

(Subcontractor)

Re: Kettelhut Project No.6952  
Purdue University  
Elliott Hall of Music  
Ceiling Tile Replacement – 2026  
712 3rd Street  
West Lafayette, Indiana 47907

Attention: Contact  
Phone: Phone Number  
E-Mail: E-Mail

Furnish all labor, material, tools, services, supplies, and equipment necessary to furnish and install complete the \_\_\_\_\_ including all related accessories as specified and as required for the above referenced project in accordance with the Contract Documents attached hereto as Appendix "C", all as prepared by Arsee Engineers (Architect/Engineer) for The Trustees of Purdue University (Owner), all of which documents form a part of a Contract between the Owner and Kettelhut Construction, Inc. (Contractor), hereby become a part of this Agreement and herein are referred to as the Contract Documents.

The Subcontractor/Material Supplier is bound to the Contractor by the terms and conditions of this Subcontract, as well as by the terms and conditions in the Contract Documents, which are incorporated herein by reference. The Subcontractor/Material Supplier assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner and the Architect pursuant to the Contract Documents. The Contractor shall have the same rights, remedies, redress and causes of action against the Subcontractor/Material Supplier that the Contractor has against the Owner. Where a provision of the Contract Documents is inconsistent with this Subcontract, the more stringent provision as to the Subcontractor/Material Supplier shall govern.

The materials and equipment to be furnished and work to be done by the Subcontractor shall be as outlined by the Contract Documents and Specification Sections as follows:

CONTRACT PRICE ..... \$ \_\_\_\_\_

Alternates \_\_\_\_\_ have been accepted by the Owner and are included in the Contract Price.

Please sign and return as soon as possible.

Acceptance of the Purchase Order Agreement is limited to the acceptance of the express terms of this offer.

Subcontractor acknowledges that he has received Subcontract/Purchase Order and that he understands that it includes specific Contract Documents and that he has read and understands same.

Appendices A, B, C, D and E attached hereto and the Safety Nondiscrimination Provisions are a part of this Purchase Order Agreement.

**VENDOR:**

**KETTELHUT CONSTRUCTION, INC.**

**Accepted:** \_\_\_\_\_

**BY** \_\_\_\_\_

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

Cade Hennemann  
Project Manager

**Date:** \_\_\_\_\_

#### SAFETY PROVISIONS

The Subcontractor/Material Supplier shall take all necessary precautions for the safety of all employees on the Project, and all other persons who may be affected thereby, and shall comply with all applicable provisions of the Contract Documents; federal, state, and municipal safety laws; building, mechanical, and electrical codes; and rules, regulations, and restrictions to prevent accidents or injury to persons on, about, or adjacent to the Project or elsewhere.

1. Report unsafe conditions to immediate supervisor.
2. Promptly report all injuries to immediate supervisor.
3. Wear hard hats on the jobsite at all times.
4. Use eye and face protection where there is danger from flying objects or particles, such as when grinding, chipping, burning and welding, etc.
5. Dress properly. Wear appropriate work clothes, gloves and shoes or boots. Loose clothing and jewelry must not be worn.
6. Never operate any machine unless all guards and safety devices are in place and in proper operating condition.
7. Keep all tools in safe working condition. Never use defective tools or equipment.
8. Properly care for, and be responsible for all personal protective equipment.
9. Be alert and keep out from under overhead loads.
10. Do not operate machinery if not an authorized operator.
11. Do not leave materials in aisles, walkways, stairways, roads, or other points of egress.
12. Practice good housekeeping at all times.
13. Riding material hoists or other moving equipment is prohibited except on seats provided.
14. Place ladders on a substantial base and do not use ladders with broken, split or missing rungs or rails. All ladders are to extend at least three feet above the landing platform and be securely fastened.
15. Gasoline must be stored and transported in authorized cans only. Engines must be shut off when refueling and no smoking anywhere near flammable liquids.
16. Compressed gas cylinders must be secured in an upright position.
17. When burning or welding is being done, a fire extinguisher must be close at hand at all times.
18. The use of, or being under the influence of intoxicating beverages, or illegal drugs while on the job is prohibited.
19. All posted safety rules must be obeyed and must not be removed except by management's authorization.
20. Comply at all times with all known federal, state and local safety laws, employer regulations and policies.
21. Horseplay causes accidents and will not be tolerated.

#### NONDISCRIMINATION PROVISIONS

1. The Subcontractor/Material Supplier will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Subcontractor/Material Supplier will take affirmative action to insure 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 the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Subcontractor/Material Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of these nondiscrimination provisions.
2. The Subcontractor/Material Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor/Material Supplier, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
3. The Subcontractor/Material Supplier will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the labor union or worker's representative of the Subcontractor's/Material Supplier's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Subcontractor/Material Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Subcontractor/Material Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Subcontractor's/Material Supplier's non-compliance with the Equal Opportunity conditions of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Subcontractor/Material Supplier may be declared ineligible for further Government contracts, in accordance with procedures, authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Subcontractor/Material Supplier will include all of Clauses 1 through 7 inclusive, of this Provision in every sub-subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each Sub-Subcontractor or Vendor. The Subcontractor/Material Supplier will take such action with respect to any Sub-Subcontractor or Vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, in the event the Subcontractor/Material Supplier becomes involved in, or is threatened with, litigation with a Sub-Subcontractor or Vendor as a result of such direction by the appropriate agency of the Federal Government, the Subcontractor/Material Supplier may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX A**

All materials physically incorporated in to this project are exempt from Indiana State Sales and/or Use Tax and the Contract Price does not include those taxes. Use Kettelhut Construction, Inc. tax exemption number 002066912001-0.

Contractor shall utilize Kettelhut Construction, Inc. standardized Subcontractor/Material Supplier Invoice Form for each Application for Payment. All pay requests must be received in Kettelhut Construction, Inc. office by the 20th of the month.

Submit 1 electronic copy of all shop drawings, brochures, color data samples, test data, and manufacturer's instructions and specifications, as required by the Contract Documents, for approval within 2 weeks from the receipt of this Subcontract/Purchase Order.

Subcontractor shall maintain a complete and separate set of as-built drawings for weekly review by Kettelhut Construction, Inc.

Please forward copies of your Certificate of Insurance with the limits as set forth in Article 11 – Insurance & Bonds. Also forward your Certificate of Employers Compliance with the Indiana Worker's Compensation and Occupational Disease Acts. These requirements must be fulfilled prior to commencing work on this project.

All subcontractors who provide design services, must list proof of professional liability insurance on their certificate of insurance. The limit must be included and shall be no less than \$1,000,000 per occurrence / \$1,000,000 aggregate. The deductible/self-insured retention must be included and shall be no greater than \$10,000.

Subcontractor shall have the sole responsibility, and shall exercise all reasonable care in implementing and adhering to the Hazardous Communication Program as mandated by Federal OSHA Standard 1926.59. The Subcontractor shall obtain and forward to Kettelhut Construction, Inc. the Material Safety Data Sheets on all products as furnished for their scope of work. All costs assessed by OSHA or other governing agencies for safety violations will be the responsibility of Subcontractor performing illegal practices and/or causing unsafe conditions.

Please give reference to Kettelhut Construction, Inc. Project No. 6952 in all correspondence related to this project.

By the signing of this Subcontract/Purchase Order Agreement the Safety Provisions and Nondiscrimination Provision as outlined on reverse side of Subcontract/Purchase Order Agreement is hereby acknowledged.

If the Purchase Order is not signed within fourteen (14) days of receipt of this document and should you commence with work, whether it be physical construction activities or the commencement of paperwork (submittals, insurance certificate, etc.), you have agreed to the terms and conditions of the Purchase Order even though it is not signed.

The Construction Schedule may change on this project because of Change Orders and/or inclement weather and you concur with the revised construction schedule unless changed by the Owner by Change Order.

## Appendix "A" Attachment

### **INSURANCE REQUIREMENTS**

The Subcontractor shall purchase from and maintain in an insurance company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Subcontractor from claims which may arise out of or result from the Subcontractor's operations under the contract and for which the Subcontractor may be legally liable, whether such operations be by the Subcontractor or by a Sub-subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Insurance Company or Companies must maintain an AM Best rating of "A" or better.

The insurance required shall be written for not less than the limits specified below or required by law, whichever is greater; or for not less than the limits specified by the Contract Documents, if they are greater than the limits specified below. The insurance required shall be written for not less than the coverages specified by the Contract Documents, if they are greater than the coverages specified below. Coverages shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment unless coverage is required to be maintained after final payment by the Contract Documents.

The Subcontractor insurance requirements are:

#### **COMMERCIAL GENERAL LIABILITY**

|         |                                         |             |
|---------|-----------------------------------------|-------------|
| Limits: | Each Occurrence                         | \$1,000,000 |
|         | General Aggregate                       | \$2,000,000 |
|         | Products/Completed Operations Aggregate | \$2,000,000 |

- General Aggregate Limit to apply per project.
- Commercial General Liability must include Premises-Operations, Products/Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors and Personal Injury Liability
- Policy to include coverage for property damage for "XCU" (explosion, collapse and underground) hazards
- Demolition Contractors must list coverage for demolition on their certificate of insurance.
- Completed operations coverage to remain in full effect and force for 24 months after work is complete.

#### **COMMERCIAL AUTOMOBILE LIABILITY**

|         |               |             |
|---------|---------------|-------------|
| Limits: | Each Accident | \$1,000,000 |
|---------|---------------|-------------|

- Bodily Injury and Property Damage Combined Single Limit
- Policy to include coverage for Owned, Hired and Non-Owned Liability

#### **WORKER'S COMPENSATION/EMPLOYER'S LIABILITY**

|         |                         |           |
|---------|-------------------------|-----------|
| Limits: | Each Accident           | \$500,000 |
|         | Disease – Each Employee | \$500,000 |
|         | Disease – Policy Limit  | \$500,000 |

#### **UMBRELLA/EXCESS LIABILITY**

|         |                             |             |
|---------|-----------------------------|-------------|
| Limits: | Each Occurrence             | \$1,000,000 |
|         | Retention (No Greater Than) | \$ 10,000   |
|         | Annual Aggregate            | \$1,000,000 |

## **PROFESSIONAL LIABILITY**

|         |                             |             |
|---------|-----------------------------|-------------|
| Limits: | Each Occurrence             | \$1,000,000 |
|         | Annual Aggregate            | \$2,000,000 |
|         | Retention (No Greater Than) | \$ 25,000   |

- Professional Liability coverage is required for any subcontractors whose scope of work includes design or professional services
- Coverage shall be maintained for a minimum of three (3) years following the date of substantial completion

## **CERTIFICATE OF INSURANCE**

A Certificate of Insurance (either the Accord 25-S or the AIA G705) must be returned with your Contract. The Certificate of Insurance must include the following:

- Certificate Holder shall read: Kettelhut Construction, Inc., 740 Sagamore Parkway South, Lafayette, IN 47905
- Kettelhut Construction, Inc. shall be shown as **Additional Insured** under Commercial General Liability for both Premises Operations and Completed Operations, Automobile Liability, Umbrella, and Professional Liability (if applicable).
- **Additional insured status on the general liability shall be provided by Insurance Services Office, Inc. forms CG 20 10 10 01 and CG 20 37 10 01 or their equivalent.**
- The Owner and any other parties shall be named as an Additional Insured if required by the Contract Documents.
- **Waiver of Subrogation** in favor of Kettelhut Construction, Inc. for Commercial General Liability, Automobile, Umbrella, Worker's Compensation, and Professional Liability (if applicable).
- **Primary and Non-Contributing:** Commercial General Liability.
- **Description of operations** must reference the specific job (with location address)
- Certificate must confirm that Worker's Compensation applies to the state project is located in.
- If Subcontractor is an Independent Contractor not required to carry Worker's Compensation Insurance, a validated Certificate of Exemption **must** be attached to the Certificate of Insurance.

Kettelhut Construction, Inc. reserves the right to specify other limits where warranted by the potential risk associated with the Scope of Work to be performed.

A renewal certificate must be provided to Kettelhut Construction, Inc. prior to expiration of the required policies.

The Subcontractor shall require their insurance carrier to provide at **least 30 day's prior written notice** cancellation of coverages.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2024

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

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

|                                                             |                               |                |
|-------------------------------------------------------------|-------------------------------|----------------|
| PRODUCER<br><br><b>Insurance Agent's Name &amp; Address</b> | CONTACT NAME:                 |                |
|                                                             | PHONE (A/C, No, Ext):         | FAX (A/C, No): |
| INSURED<br><br><b>Subcontractor Name &amp; Address</b>      | E-MAIL ADDRESS:               |                |
|                                                             | INSURER(S) AFFORDING COVERAGE |                |
|                                                             | NAIC #                        |                |
|                                                             | INSURER A :                   |                |
|                                                             | INSURER B :                   |                |
|                                                             | INSURER C :                   |                |
| INSURER D :                                                 |                               |                |
| INSURER E :                                                 |                               |                |
| INSURER F :                                                 |                               |                |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR                            | TYPE OF INSURANCE                                                                                         | ADDL INSR                                                | SUBR WVD                            | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                          |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY                                                                              | <input checked="" type="checkbox"/>                      | <input checked="" type="checkbox"/> |               |                         |                         | EACH OCCURRENCE \$1,000,000                                                     |
|                                     | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                     |                                                          |                                     |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000                             |
|                                     |                                                                                                           |                                                          |                                     |               |                         |                         | MED EXP (Any one person) \$5,000                                                |
|                                     |                                                                                                           |                                                          |                                     |               |                         |                         | PERSONAL & ADV INJURY \$1,000,000                                               |
|                                     | GEN'L AGGREGATE LIMIT APPLIES PER:                                                                        |                                                          |                                     |               |                         |                         | GENERAL AGGREGATE \$2,000,000                                                   |
|                                     | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                                                          |                                     |               |                         |                         | PRODUCTS - COMP/OP AGG \$2,000,000                                              |
|                                     | OTHER:                                                                                                    |                                                          |                                     |               |                         |                         | \$                                                                              |
|                                     | AUTOMOBILE LIABILITY                                                                                      | <input checked="" type="checkbox"/>                      | <input checked="" type="checkbox"/> |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000                                 |
|                                     | <input type="checkbox"/> ANY AUTO                                                                         |                                                          |                                     |               |                         |                         | BODILY INJURY (Per person) \$                                                   |
|                                     | <input checked="" type="checkbox"/> OWNED AUTOS ONLY                                                      | <input type="checkbox"/> SCHEDULED AUTOS                 |                                     |               |                         |                         | BODILY INJURY (Per accident) \$                                                 |
|                                     | <input checked="" type="checkbox"/> HIRED AUTOS ONLY                                                      | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                                     |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                                               |
|                                     |                                                                                                           |                                                          |                                     |               |                         |                         | \$                                                                              |
| <input checked="" type="checkbox"/> | UMBRELLA LIAB                                                                                             | <input checked="" type="checkbox"/>                      | <input checked="" type="checkbox"/> |               |                         |                         | EACH OCCURRENCE \$1,000,000                                                     |
|                                     | EXCESS LIAB                                                                                               |                                                          |                                     |               |                         |                         | AGGREGATE \$1,000,000                                                           |
|                                     | DED <input type="checkbox"/> RETENTION \$                                                                 |                                                          |                                     |               |                         |                         | \$                                                                              |
|                                     | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                             |                                                          | <input checked="" type="checkbox"/> |               |                         |                         | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|                                     | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N                  |                                                          |                                     |               |                         |                         | E.L. EACH ACCIDENT \$500,000                                                    |
|                                     | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below                                  |                                                          |                                     |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$500,000                                            |
|                                     | Professional Liab (if required, see add'l remarks)                                                        | <input checked="" type="checkbox"/>                      | <input checked="" type="checkbox"/> |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$500,000                                           |
|                                     |                                                                                                           |                                                          |                                     |               |                         |                         | Occurrence \$1,000,000<br>Aggregate \$2,000,000                                 |

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

(List name and location of project) Kettelhut Construction, Inc. shall be shown as an additional insured with respect to General Liability (for both ongoing and completed operations), Automobile, Umbrella/Excess, and Professional Liability (if applicable). Waiver of Subrogation in favor of Kettelhut Construction, Inc. shall apply to General Liability, Umbrella/Excess, and Workers Compensation. Coverage is primary and non contributory. 30 Days Notice of Cancellation is required for each policy. (See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                 |                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Kettelhut Construction, Inc.</b><br><b>740 Sagamore Pkwy S</b><br><b>Lafayette, IN 47905</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                 | AUTHORIZED REPRESENTATIVE                                                                                                                                      |

## DESCRIPTIONS (Continued from Page 1)

### PROFESSIONAL LIABILITY:

- Required for any subcontractor performing direct design work
- Coverage must be maintained for a minimum of three (3) years following the date of substantial completion
- Deductible or Self-Insured Retention not to exceed \$25,000

SAMPLE

## APPENDIX "B"

1. **Prosecution of the Work** – The Subcontractor/Material Supplier acknowledges the essence of time and shall vigorously promote the work in accordance with the Contractor's Construction Schedule which forms a part of this Contract, maintaining at all times a rate of progress satisfactory to Contractor and adequate to assure full and timely performance of the work of this Subcontract/Purchase Order and the Principal Contract as a whole, and maintaining a proper relationship to work of other phases of the Principal Contract, including the work of other Subcontractors/Material Suppliers, without delay or hindrance to such work, and shall work overtime and/or increase number and size of crews if necessary.

2. **Payment** – Payment shall be made in accordance with the General Conditions, provided that before each payment if required, the Subcontractor/Material Supplier shall give the Contractor good and sufficient evidence, including lien waivers if required, that the premises are free from all liens and claims chargeable to the Subcontractor/Material Supplier, and further that if at any time there shall be any lien or claim or conditional contract for which, if established, the Contractor or the said premises might be liable and which would be chargeable to the said Subcontractor/Material Supplier, the Contractor shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify against such lien or claim until the same shall be effectually satisfied, discharged, or canceled.

If Subcontractor/Material Supplier is in compliance with the Subcontract and if, and only if, Owner pays the Contractor, which is an express condition precedent to Contractor's duty to pay Subcontractor/Material Supplier with respect to any progress payments, final payment and/or any claims or disputes shall be due to Subcontractor/Material Supplier no later than ten (10) days after receipt of payment from Owner by Contractor provided Subcontractor/Material Supplier remains in compliance with this Agreement. Subcontractor/Material Supplier acknowledges and agrees that it is voluntarily relying on the Owner's credit and not the Contractor's, and acknowledges and accepts the risk of non-payment by the Owner. If the Contractor has provided performance and/or labor and material payment bond(s) for the Project, the Subcontractor/Material Supplier shall make no claim on said bonds for payment due the Subcontractor/Material Supplier for which the Owner has not paid the Contractor whether in regards to progress payments, final payment and/or any claims or disputes. Contractor's surety(ies) is an express third party beneficiary of this promise.

Acceptance of final payment by Subcontractor/Material Supplier shall constitute a release of Contractor from all further liability under this Subcontract/Purchase Order.

3. **Safety** – Subcontractor/Material Supplier shall have the sole responsibility, and shall exercise all reasonable care for the safety of its employees and other persons who in the ordinary course of business come in contact with Subcontractor's/Material Supplier's work. Subcontractor/Material Supplier shall comply in every respect with applicable safety and other laws including particularly the Williams-Steiger Occupational and Safety Health Act of 1970, as amended and the Indiana Occupational Safety and Health Act of 1971, and with other applicable statutes and safety orders and regulations. Subcontractor/Material Supplier shall also comply with such rules for the prevention of accidents as may be prescribed by Owner or Contractor. Subcontractor/Material Supplier shall notify the Contractor immediately following any accident and promptly confirm the notice in writing; a detailed written report shall be furnished to the Contractor.

By the signing of this Purchase Order Agreement and/or Subcontract, the Subcontractor/Material Supplier acknowledges his review and acceptance of the attached general safety provisions, and that it will be solely responsible for the enforcement thereof.

4. **Tests, Samples, Drawings, Data, Quality Control** – Submittals, as required by the Contract Documents, shall be submitted for approval within two weeks from receipt of this Subcontract/Purchase Order. The Subcontractor/Material Supplier remains solely responsible for specified materials, details, accuracy, errors, and omissions and for confirming and correlating all quantities and dimensions in accordance with the Contract Documents.

5. **Jobsite Conditions** – The Subcontractor/Material Supplier acknowledges that he has visited the site and is familiar with all of the existing conditions that may affect his work. Before proceeding with the work under this Subcontract/Purchase Order, the Subcontractor/Material Supplier is to check the correctness of contiguous work installed by other trades, and failure on his part to detect or report discrepancies will relieve the Contractor of any and all claims to recover cost, expense, or damage resulting therefrom. The Subcontractor/Material Supplier shall lay out his own work unless stated otherwise herein and be responsible for the accuracy of same.

6. **No Liens or Claims** – Subcontractor/Material Supplier will indemnify Contractor and Owner against any lien or claim (including a stop notice or a claim against a Contractor's bond) arising out of obligations incurred by or for Subcontractor/Material Supplier in connection with work, including obligations incurred by or for lower tier subcontractors and suppliers of materials or equipment. If any lien or claim shall be asserted, Subcontractor/Material Supplier shall within five days cause it to be discharged.

Upon request, Subcontractor/Material Supplier will furnish a certification or release from all lower tier subcontractors, suppliers of materials or equipment, and others that provided any of the work, showing that they have been paid in full.

7. **Insurance, Indemnification** – Subcontractor/Material Supplier shall indemnify, defend, and hold harmless Owner and Contractor from and against any claim, loss, damage, expense or liability; (a) arising out of acts or omissions of Subcontractor/Material Supplier in any way connected with the performance of this Subcontract; (b) arising out of the concurrent or joint negligence of Subcontractor/ Material Supplier and Contractor (but excluding liability attributable to the sole negligence or willful misconduct of Contractor); or, (c) arising out of Contractor's liability to any employee of Subcontractor/Material Supplier, any employee of any lower tier Subcontractor/Material Supplier, or any other person injured or damaged in connection with the work covered by this Subcontract, which is attributable solely to Contractor's breach of any nondelegable duty which concurs or joins with any negligent act or omission of Subcontractor/Material Supplier, or of any lower tier Subcontractor/Material Supplier connected with the performance of this Subcontract. The foregoing shall include indemnity for property and for injury or death of any person, including employees of Contractor, Subcontractor/Material Supplier, and employees of any lower tier Subcontractor/Material Supplier in any way connected with the performance of this Subcontract. Subcontractor/Material Supplier shall, on Contractor's request, but at its own expense, defend any suit asserting a claim covered by this indemnity. Subcontractor/Material Supplier shall pay all costs and litigation expenses, including attorney's fees, incurred in enforcing this indemnity. Acts or omissions of Subcontractor/Material Supplier shall include acts or omissions of lower tier subcontractors/suppliers, or others operating within the scope of authorization of Subcontractor/Material Supplier. Subcontractor/Material Supplier shall, at its own expense, maintain insurance in effect at all times during the performance hereof with insurers and under forms of policies satisfactory to Contractor. Such insurance shall cover performance of the above indemnity obligation, and it shall provide that notice must be given to Contractor at least thirty (30) days prior to cancellation or material change in the insurance, including any change which nullifies or otherwise limits or causes to be excluded any of the liabilities and duties assumed under this Subcontract. Such insurance shall make the Contractor a named insured thereunder. Prior to commencing performance under this Subcontract, Subcontractor shall furnish certificates of such insurance.

Subcontractor/Material Supplier warrants that all of the insurance required by this Subcontract is currently in effect and will be maintained throughout the period of this Subcontract.

Before permitting any lower tier subcontractor to perform any work under this Subcontract, Subcontractor/Material Supplier shall require that Contractor be furnished satisfactory evidence that the lower tier subcontractor maintains insurance similar to the requirements as set forth above for Subcontractor/Material Supplier.

The Subcontractor shall provide its own insurance for its material, equipment, and tools.

8. Default of Subcontractor/Material Supplier– Termination – Any of the following events shall, without the need for any cure notice by GC, be deemed a default by the Subcontractor under this Agreement. Subcontractor/Material Supplier being adjudicated a bankrupt; Subcontractor/Material Supplier making an assignment for the benefit of creditors or seeking an appointment of a receiver of its assets; Subcontractor/Material Supplier's dissolution or actions taken in furtherance of such dissolution; a voluntary or involuntary application by or on behalf of the Subcontractor/Material Supplier for relief under any state or federal bankruptcy, in the event of any such default, GC may terminate this Agreement in accordance with the "for cause" termination provisions of this Agreement.

If the Subcontractor/Material Supplier files a petition under the Bankruptcy Code, this Agreement shall terminate if the Subcontractor/Material Supplier or the Subcontractor/Material Supplier's trustee rejects the Agreement or, if there has been a default, the Subcontractor/Material Supplier is unable to give adequate assurance that the Subcontractor/Material Supplier will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

If the Subcontractor/Material Supplier is not performing in accordance with the Project Schedule at the time a petition in bankruptcy is filed, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor/Material Supplier or its trustee to reject or to assume this Agreement and provide adequate assurance of its ability to perform, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Project Schedule. The Contractor may offset against any sums due or to become the Subcontractor/Material Supplier all costs incurred in pursuing any of the remedies provided including, but not limited to, reasonable overhead, profit and attorneys' fees. The Subcontractor/Material Supplier shall be liable for the payment of any amount by which the such expense may exceed the unpaid balance of the Subcontract Amount.

9. Legality - Severability – To the best knowledge and belief of the parties, this Subcontract/Purchase Order now contains no provision that is contrary to federal or state law or any ruling or regulation of a federal or state agency. However, if any provision of this Subcontract/Purchase Order shall, at any time during its term be in conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permissible. In the event any provisions are thus inoperative, the remaining provisions shall, nevertheless, remain in full force and effect.

10. Cleanup – Subcontractor/Material Supplier shall be responsible for all cleanup and finishing work related to or resulting from the performance of the work, including the prompt removal and disposal of any rubbish, unused materials, tools, and equipment. If Subcontractor fails to remove rubbish as directed by the Contractor, the Contractor may remove the Subcontractor's/Material Supplier's rubbish with his own forces and charge to the Subcontractor's/Material Suppliers' account the cost of such work.

11. Superintendence by Subcontractor – Subcontractor shall at all times give personal superintendence to the work or have at the site a competent foreman or superintendent satisfactory to Contractor and with authority to act for Subcontractor. Superintendent/Foreman shall police the conduct of the employees. Subcontractor's on-site representative shall review contract documents prior to commencing work.

12. Guarantee – The Subcontractor/Material Supplier shall provide guarantee for his work against all defects of material and/or workmanship for the period called for in the Contract Documents.

13. Collect Freight Bills – A ten percent (10%) service charge will be made on all "collect" freight bills processed and paid by Kettelhut Construction, Inc.

14. General Requirements – The Subcontractor/Material Supplier shall be aware that the General Requirements pertain to all the work, and they are as binding on each section of these Specifications as if they were repeated in each section in their entirety.

15. Scheduling – The Contractor reserves the right to postpone delivery of materials or performance of labor or to accelerate such deliveries or performance of work by the requirement of additional labor as may be required by the progress of the job, and the Subcontractor/Material Supplier hereby agrees to carry out the Contractor's instructions in regard to time of deliveries or manner of performance, or amount of labor at no additional expense to the Contractor.

16. Limitation to General Conditions is not intended to be for the benefit of any person except the Owner, and no Subcontractor, Sub-Subcontractor, Supplier, Materialman, or any other person shall claim to be a third party beneficiary thereto, and the Contractor's liability for payment thereunder shall be limited to those claims for which the Owner would otherwise be liable, or which would form the basis for a valid, enforceable Mechanic's Lien.

17. Parties' Choice of Law and Designation of Forum – This Subcontract/Purchase Order shall be deemed to have been made in Tippecanoe County, Indiana, regardless of the place where the parties each in fact execute said instrument, and, regardless of the order in which the signatures of the parties shall be affixed hereto, (and, regardless of who is deemed to be the offeror and the offeree); and, this Subcontract/Purchase Order shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Indiana; and, the parties consent and agree that any dispute, claim, suit, arbitration, or other legal action arising out of this Subcontract/Purchase Order, or the work or materials to be performed or supplied thereunder, shall only be commenced and prosecuted in an Indiana State Court or a United States Federal District Court sitting in Tippecanoe County, Indiana.

18. Existing Utilities – The Subcontractor shall ascertain exact locations of utilities that may be affected by the work on this project and shall protect and maintain such utilities and be responsible for damage that may result from working near such utilities.

19. Liquidated Damages – Any penalty charged to the Contractor by the Owner on account of failure to complete the entire job in the time specified shall be borne by all Subcontractors or Material Suppliers who have delayed completion of their work, in proportion to the delay caused by such companies. The Contractor is to be the final arbiter in determining the cause of the delay, if any, and the allocation of the amount of any penalties among Subcontractors/Material Suppliers causing delay.

20. Assignments – Neither this Subcontractor/Material Supplier nor any interest therein may be transferred, voluntarily or involuntarily, nor may the work or any part thereof be subcontracted, without the written consent of Contractor. Any attempt transfer, by assignment, attachment, filing of voluntary petition in bankruptcy (including a petition for an arrangement), appointment of a receiver, trustee or administrator, or otherwise, shall be void and may at the option of Contractor be deemed to be a default under Article 15.

21. Contract Documents – The Subcontractor/Material Supplier agrees that the Contractor has made available or provided the Contract Documents to the Subcontractor/Material Supplier for review. The Subcontractor/Material Supplier represents and agrees that it has carefully examined and accepts the terms and conditions set forth in the Contract Documents and this Subcontract, and that it enters into this Subcontract on the basis of its own examination, investigation and evaluation of all such matters, and not in reliance upon the opinions or representations of the Contractor, the Owner, or any of their respective officers, agents, or employees.

The Subcontractor/Material Supplier must bring discrepancies or inconsistencies in the Contract Documents to the Contractor's attention immediately upon discovering any such discrepancies or inconsistencies. If the Subcontractor/Material Supplier fails to provide immediate notice to the Contractor of any discrepancies or inconsistencies within the Contract Document discovered by the Subcontractor/Material Supplier or that the Subcontractor/Material Supplier should have reasonably discovered if the Subcontractor/Material Supplier had reviewed the Contract Documents, then the Subcontractor/Material Supplier waives any and all claims for additional compensation or time based on any such discrepancies or inconsistencies.

## **APPENDIX "C"**

The Contract Documents shall consist of the following:

1. The Project Manual/Specification dated December 15, 2025 as prepared by Arsee Engineers (Architect/Engineer) and consisting of the following:
  - a. Bidding Documents
  - b. Specifications as follows:

TBD
2. The Contract Drawings dated December 15, 2025 as prepared by Arsee Engineers (Architect/Engineer) and consisting of the following:

TBD
3. Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
4. Written Contract between Kettelhut Construction, Inc. and the Trustees of Purdue University (Owner).

**Project specific requirements shall consist of the following:**

- ☐ **Purdue University (Owner) Tobacco Policy; Smoking is not allowed within the project area and only in designated smoking areas near the jobsite. All subcontractor personnel must abide by the Owner's smoking policies/restrictions.**
- ☐ **Safety Requirements**
- ☐ **Background Checks**
- ☐ **e-Verify Requirements**

## **APPENDIX "D"**

Subcontractor agrees that in lieu of furnishing Performance Bond and Labor and Material Payment Bond that it will comply with the following Kettelhut procedures for subcontractors' payments to suppliers:

- a. **Advance List of Suppliers.** Before Subcontractor begins any work on the project, Subcontractor shall submit a complete list of names of all sub-subcontractors, material men, suppliers (including supplier of fuel and any other consumable items not directly incorporated into the Work), and tool, equipment, or vehicle lessors at any tier lower than Subcontractor (hereinafter "Suppliers[s]") that will be used in connection with performance of the Work, and as to which Subcontractor expects to expend payments during performance of the Work.
- b. **Supplier Information Required.** Such list of Suppliers shall include a description of the scope of the Supplier's work or the materials it will be supplying, the Supplier's name, mailing and office address, telephone and facsimile numbers, and the name of a contact person with knowledge of Subcontractor's account. Additionally, Subcontractor shall provide the Supplier/Subcontractor/Purchase Order amount for the work being performed (or material provided) and shall correlate these amounts, dollar for dollar, into contractors invoice Schedule of Values to Kettelhut Construction, Inc.
- c. **List of Suppliers in Payment Application.** With each application for payment, and as a condition precedent to receipt of any payment from Kettelhut Construction, Inc., Subcontractor shall submit a list identifying all Suppliers whose charges to Subcontractor are included within the portion of the Work covered by the application of payment.
- d. **Lien Waivers from Suppliers in Payment Application.** As a further condition to receipt of any payment from Kettelhut Construction, Inc., Subcontractor shall, for each Supplier identified as having charges included within the portion of the Work covered by any application for payment, provide original and notarized lien waivers in a form acceptable to Kettelhut Construction, Inc. from such Suppliers for such charges.
- e. **Right to Contact Suppliers.** Subcontractor agrees that Kettelhut Construction, Inc., at its sole discretion, may contact any Supplier directly, orally, or in writing, to obtain information regarding the status of Subcontractor's account with the Supplier. Such information may include, but is not limited to, unpaid charges, deliveries, schedules, payments, satisfaction of sums set forth in lien waivers, and past due or disputed sums, if any.
- f. **Supplier/Sub-Subcontractor Joint Checks.** Subcontractor agrees that Kettelhut Construction, Inc., at its sole discretion, may process a joint check to Subcontractor and Supplier/Sub-Subcontractor upon notification to Subcontractor. Joint check amount will be proceeded by actual invoice/documentation provided by Subcontractors that materials and/or services were used on this project.
- g. **Second and Third Tier Subcontractor/Material Supplier Schedule of Values.** Second and third tier subcontractor/material suppliers who are identified in item "a" above are to have their Schedule of Values (SOV's) broken out separately from the prime contractor's SOV's. Each lower tier set of SOV's are to be an exact match to the vendor certification amounts included in each pay application (see attached example).

**CONTINUATION SHEET**

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER:

PROJECT:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

| A<br>Item<br>No. | B<br>Description of Work                        | C<br>Scheduled<br>Value | D<br>Work Completed                     |             | F<br>Materials<br>Presently<br>Stored<br>(Not In<br>D or E) | G                                                          |            | H<br>Balance<br>To Finish<br>(C - G) | I<br>Retainage |
|------------------|-------------------------------------------------|-------------------------|-----------------------------------------|-------------|-------------------------------------------------------------|------------------------------------------------------------|------------|--------------------------------------|----------------|
|                  |                                                 |                         | From Previous<br>Application<br>(D + E) | This Period |                                                             | Total<br>Completed<br>And Stored<br>To Date<br>(D + E + F) | %<br>(G/C) |                                      |                |
| 1                | Prime Contractor SOV                            |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 2                | - Labor                                         |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 3                | - Material                                      |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 4                | Second Tier Subcontractor/Material Supplier SOV |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 5                | - Labor                                         |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 6                | - Material                                      |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 7                | Third Tier Subcontractor/Material Supplier SOV  |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 8                | - Labor                                         |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 9                | - Material                                      |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 10               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 11               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 12               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 13               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 14               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 15               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 16               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 17               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 18               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 19               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 20               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 21               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 22               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 23               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 24               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| 25               |                                                 |                         |                                         |             |                                                             | \$ -                                                       |            | \$ -                                 | \$ -           |
| SUBTOTALS PAGE 2 |                                                 | \$ -                    | \$ -                                    | \$ -        | \$ -                                                        | \$ -                                                       |            | \$ -                                 | \$ -           |



# AIA® Document A133® – 2019

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of September 22, 2025

(Paragraph deleted)

**BETWEEN** the Owner:

The Trustees of Purdue University  
2550 Northwestern Ave., Suite 1100  
West Lafayette, IN 47907

and the Construction Manager:

Kettelhut Construction, Inc.  
740 Sagamore Parkway South  
Lafayette, IN 47905

for the following Project:

Elliott Hall of Music Ceiling Tile Replacement – 2026  
712 Third Street  
West Lafayette, IN 47907  
WBSE: C.40.11859

The Architect:

Arsee Engineers, Inc.  
9715 Kincaid Dr., Suite 100  
Fishers, IN 46037

The Owner and Construction Manager 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.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT  
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Deleted

§ 1.1.1  
(Paragraphs deleted)  
Deleted

§ 1.1.2  
(Paragraphs deleted)  
Deleted

§ 1.1.3  
(Paragraphs deleted)  
Deleted

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

DD submission: October 15, 2025; FRCD submission: November 12, 2025

.2 Construction commencement date: June 2026

.3 Substantial Completion date or dates: January 2027

.4 Other milestone dates:

§ 1.1.5

*(Paragraphs deleted)*

Deleted

§ 1.1.6

*(Paragraphs deleted)*

Deleted

§ 1.1.6.1 Deleted

§ 1.1.7

*(Paragraphs deleted)*

Deleted

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

James K. Keefe  
Senior Director, Capital Asset Management  
2550 Northwestern Ave., Suite 1100  
West Lafayette, IN 47906

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

Arsee Engineers, Inc.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(Paragraph deleted)*

.1 Geotechnical Engineer: N/A

.2 Civil Engineer: N/A

.3 Other, if any:  
*(List any other consultants retained by the Owner, such as a Project or Program Manager.)*

§ 1.1.11 The Architect's representative:

Bryan Wilson, PE  
Project Manager  
Arsee Engineers, Inc.  
9715 Kincaid Dr., Suite 100  
Fishers, IN 46037

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

Brad Deno  
President  
Kettelhut Construction, Inc.  
740 Sagamore Parkway South  
Lafayette, IN 47905

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

*(List any Owner-specific requirements to be included in the staffing plan.)*

**§ 1.1.14** The Owner's requirements for subcontractor procurement for the performance of the Work:  
*(List any Owner-specific requirements for subcontractor procurement.)*

The Construction Manager understands and agrees that its duties and responsibilities to the Owner include the bidding, award and administration of First Tier Subcontracts as defined in I.C. § 5-32-2-10. The Construction Manager further agrees that it will perform these obligations in accordance with the applicable requirements of I.C. § 5-32-5 & 6.

**§ 1.1.15** Other Initial Information on which this Agreement is based:

**§ 1.2** The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

## **ARTICLE 2 GENERAL PROVISIONS**

### **§ 2.1 The Contract Documents**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

### **§ 2.2 Relationship of the Parties**

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

### **§ 2.3 General Conditions**

**§ 2.3.1** For the Preconstruction Phase, modified AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in modified A201–2017 shall mean the Construction Manager.

**§ 2.3.2** For the Construction Phase, the general conditions of the contract shall be as set forth in modified A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in modified A201–2017 shall mean the Construction Manager.

### **§ 2.4 Standard of Care**

The Construction Manager shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by construction managers practicing in the same or similar locality and under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such professional skills and care and the orderly progress of the Project.

### ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of modified A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### § 3.1 Preconstruction Phase

##### § 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

##### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 Deleted

##### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; review and approval of submittals; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements and other requirements of the Owner.

##### § 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

##### § 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the

cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

**§ 3.1.10 Deleted**

**§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project. During the prequalification of prospective Subcontractors the Construction Manager shall invite prospective Subcontractors to submit qualifications for evaluation. In addition to complying with all bidding and notice requirements applicable to the Owner, the Construction Manager may place a notice on appropriate trade association websites, news media or other public media websites.

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

**§ 3.1.12 Procurement**

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

**§ 3.1.13 Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

**§ 3.1.14 Other Preconstruction Services**

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

*(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)*

### **§ 3.2 Guaranteed Maximum Price Proposal**

**§ 3.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review, or Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

**§ 3.2.2** To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom, including all Work required to provide complete assemblies and systems. Such further development does not include changes in project program scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 3.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price; and
- .6 A list of allowances and a statement for their basis.

**§ 3.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The contingency allowance is an uncommitted, mutually agreed upon sum of money allocated within the Guaranteed Maximum Price for the purpose of defraying the expenses due to unforeseen circumstances relating to the Project's construction including costs that arise under Section 3.2.2. The contingency shall not be used for the purpose of correcting rejected or defective Work.

**§ 3.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 3.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. If an acceptable Guaranteed Maximum Price is not developed, negotiations may be terminated, and the Owner may initiate negotiations with another construction manager firm.

**§ 3.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 The Construction Manager agrees that it may perform a part of the Work only to the extent permitted by applicable statute, *e.g.* I.C. § 5-32-3-7. The Construction Manager shall not perform any portion of the Work with its own forces without prior written consent of the Owner. If the Owner provides the prior written consent (which may be conditional) the Construction Manager shall participate as a bidder on a trade package in accordance with the provisions of § 9.1 and the obligations imposed on potential subcontractors. For purposes of Section 8.1.2 of modified A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of modified A201–2017. The Construction Manager shall place development, review and approval of the Subcontracting Plan on the Project Schedule. The Subcontracting Plan shall include a proposed list of prequalified prospective Subcontractors for each Subcontract and a proposed bidding schedule.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

#### § 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

## ARTICLE 4 OWNER'S RESPONSIBILITIES

### § 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

#### § 4.1.2 Deleted

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

#### § 4.1.6 Deleted

#### § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of modified A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

#### § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in modified AIA Document B101™-2007, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

## ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

### § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Construction Manager will be paid a Preconstruction fee in the stipulated [REDACTED]

[REDACTED] payable as set forth in § 5.2 below.

### § 5.1.2 Deleted

*(Table deleted)*

§ 5.1.2.1 Compensation based on Direct Personnel Expense includes direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within four (4) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

### § 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid more than thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

0.5% monthly

## ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

### § 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

[REDACTED] of the Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work pursuant to Article 7 of modified AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work, pursuant to Article 7 of modified AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.1.6 Liquidated damages, if any: N/A

*(Insert terms and conditions for liquidated damages, if any.)*

§ 6.1.7 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement or additional compensation by the Owner.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of modified AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of modified AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of modified A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of modified AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

**ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE****§ 7.1 Costs to Be Reimbursed**

**§ 7.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

**§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

**§ 7.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Employee bonuses will not be considered reimbursable labor or labor burden costs. Bonuses paid to the Construction Manager's employees will be considered non-reimbursable cost considered to be included in the Construction Manager's Fee.

**§ 7.2.4** Net costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for payroll taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

**§ 7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item. All costs incurred for minor maintenance and repairs of rented tools or equipment shall be reimbursed at actual costs.

**§ 7.5.3** Costs of removal of debris from the site of the Work and its proper and legal disposal.

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

**§ 7.5.5** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.5.6** That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties directly connected with the Work. Work related travel expenses shall be reimbursed at actual cost and mileage in accordance with the applicable IRS Standard Business Mileage Rate. Mileage

shall not be reimbursed for travel in a company vehicle to or from an employee's home, to or from the main office, for training or other company related business. Any travel involving airfare must be approved in advance by the Owner in writing.

## **§ 7.6 Miscellaneous Costs**

**§ 7.6.1** Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

- .1 The Construction Manager's actual costs for insurance coverages shall be considered to be included within the maximum limit for General Condition costs. All premiums for any insurance and bonds required for the Work shall reflect the net actual costs to the Construction Manager after taking into consideration cost adjustments, due to experience modifiers, premium discounts, policy dividends retrospective rating plan premium adjustments, assigned risk pool rebates, refunds or any other deductions not noted.
- .2 In the event that the Construction Manager proposes a subcontractor default insurance program, the maximum amount to be considered reimbursable costs under this Agreement will not exceed 0.6% of the total amount of subcontracts covered by such insurance program. Any Construction Manager costs incurred in connection with the Construction Manager's elected subcontractor default insurance program that exceeds the amount reimbursable by the Owner pursuant to this subsection will be considered to be included in and covered by the Construction Manager's Fee.
- .3 In the event that the Construction Manager proposes a Contractor Controlled Insurance Program (CCIP), the maximum to be considered reimbursable costs under this Agreement will be 2% of the GMP. This 2% cost factor will cover all insurance required, including General Liability and Worker's Compensation and Employer's Liability Coverage, to be carried by the Construction Manager and all applicable Subcontractors covered by this Agreement. Any costs incurred in connection with the Construction Manager's CCIP that exceeds the amount reimbursed by the Owner under the formula in this subsection will be considered to be included in and covered by the Construction Manager's Fee.

**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

**§ 7.6.3** Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

**§ 7.6.4** Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of modified AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

**§ 7.6.5** Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

**§ 7.6.5.1** Deleted

**§ 7.6.6** Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

**§ 7.6.7** Costs of document reproductions and delivery charges.

**§ 7.6.8** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

**§ 7.6.9** Deleted

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of modified AIA Document A201–2017.

§ 7.7.3 Deleted

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of modified AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

### § 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

**ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

**ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager, which will conform to the applicable payment provisions of this Contract Document including the requirements of I.C. § 5-32-5. Prior to soliciting bids for any portion of the Work with the Construction Manager shall secure Owner's approval of its Subcontracting Plan and proposed bidding schedule. The Construction Manager shall establish criteria for the prequalification of prospective Subcontractors that:

- .1 includes the experience of a prospective Subcontractor, the prospective Subcontractor's financial condition, conduct and performance on previous contracts, facilities, management skills and the ability to execute the proposed Subcontract properly;
- .2 furthers any goals established by the Owner with regard to the utilization of MBE, WBE, VBE and DBE firms;
- .3 requires a prospective Subcontractor to certify that it has not been found in violation of any affirmative action program during the five years preceding the date of the prequalification application;
- .4 requires a prospective Subcontractor to submit proof of current licenses to perform the proposed Work as required by the Owner and applicable law;
- .5 includes any additional criteria for Subcontracts required by the Owner that are consistent with the scope and needs of the Project.

The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. The Owner's determination that a prospective Subcontractor does not meet the prequalification criteria shall be final. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 9.1.1 Deleted**

§ 9.1.2 The Construction Manager shall submit to the Owner its proposed prequalification criteria for each Subcontract and place the establishment of prequalification criteria on the Project Schedule. The Owner shall approve or reject, in whole or in part, the prequalification criteria submitted by the Construction Manager. The Construction Manager shall complete the prequalification process for each Subcontract no later than ten days before the Construction Manager solicits bids for that Subcontract, unless the Owner agrees otherwise in writing. Upon receipt of the prequalification submissions by prospective Subcontractors the Construction Manager shall:

- .1 evaluate the submission of each timely prospective Subcontractor and promptly notify each of them in writing whether it is qualified and, if not, the basis for Construction Manager's determination. The Construction Manager's determination that a prospective Subcontractor who timely submits its qualifications does not meet the qualification criteria shall be final;
- .2 submit to the Owner, for each bid package, the names and qualifications of as many qualified prospective Subcontractors as directed by the Owner or, absent direction from the Owner, at least three prospective Subcontractors. If the Construction Manager identifies fewer than the required number of qualified

- prospective Subcontractors it must demonstrate to the Owner's reasonable satisfaction that fewer than three qualified prospective Subcontractors are available to perform the Work; and
- 3 meet with the Owner, upon request, to review its prequalification determinations. The Owner shall be entitled to rely on the Construction Manager's determination that the prospective Subcontractors meet the prequalification criteria.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Pursuant to the foregoing general right to audit and copy, the Owner, at its option, may conduct a complete post-construction audit to ascertain the accuracy of all sums invoiced by the Construction Manager for the Work. If any such audit reveals that the Owner has overpaid or paid improperly for any portion of the Work, the Construction Manager will reimburse the Owner for any such overpayment or improper payment.

## ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 11.1 Progress Payments

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

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

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 21<sup>st</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager and approved by the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with modified AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of modified AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of modified AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Three Percent (3%), including Three Percent (3%) from that portion of the work that the Construction Manager self-performs.

§ 11.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

The Construction Manager's General Conditions expenses including bonds and insurance.

**§ 11.1.8.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

Not applicable.

**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of modified AIA Document A201–2017.

**§ 11.1.10** Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## **§ 11.2 Final Payment**

**§ 11.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of modified AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

**§ 11.2.2** Subject to its rights pursuant to Article 10, within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 11.2.2.2** Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of modified AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

9 of modified AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

**§ 11.2.2.3** If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of modified AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

**§ 11.2.3** The Owner’s final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

**§ 11.2.4** If, subsequent to final payment, and at the Owner’s request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager’s Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
*(Insert rate of interest agreed upon, if any.)*

0.5%

**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of modified A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of modified AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of modified AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, 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.

**ARTICLE 13 TERMINATION OR SUSPENSION****§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of modified A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.5** If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

**§ 13.1.6** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

**§ 13.1.6.1** If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

**§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment****§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of modified AIA Document A201–2017.

**§ 13.2.2 Termination by the Owner for Convenience**

**§ 13.2.2.1** If the Owner terminates the Contract for convenience, the amount, if any, to be paid to the Construction Manager under Article 14 of modified AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of modified AIA Document A201–2017.

**§ 13.2.2.2** The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

**§ 13.2.3**

*(Paragraphs deleted)*

**Deleted**

**§ 13.2.4 Owner's Termination of One or More Members of a Joint Venture**

In addition to the Owner's right to terminate Construction Manager as set forth in Article 4 of this Agreement, Owner may instead elect to terminate one or more joint venture members of the Construction Manager. Construction Manager agrees that the disassociation or termination of one or more joint venture members shall not result in the termination of the Contract and that the remaining joint venture members of the Construction Manager shall complete the work in accord with the Contract Documents. Construction Manager further agrees that the termination or removal of one or more joint venture members of the Construction Manager shall have no effect on the Construction Manager's obligations under this Agreement.

**§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of modified AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of modified AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

**ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Terms in this Agreement shall have the same meaning as those in modified A201–2017. Where reference is made in this Agreement to a provision of modified AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 14.2 Successors and Assigns**

**§ 14.2.1** The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of modified A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 14.2.2** The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

**§ 14.3 Insurance and Bonds****§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

**§ 14.3.1.1** Commercial General Liability with policy limits of not less than one million dollars (\$1,000,000) for each occurrence and one million dollars (\$1,000,000) in the aggregate for bodily injury and property damage.

**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than one million dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 14.3.1.3** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 14.3.1.4** Workers' Compensation at statutory limits and Employers Liability with policy limits not less than five hundred thousand (\$500,000) each accident, five hundred thousand (\$500,000) each employee, and five hundred thousand (\$500,000) policy limit.

**§ 14.3.1.5** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000) in the aggregate.

**§ 14.3.1.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

*(Table deleted)*

**§ 14.3.1.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 14.3.1.8** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

**§ 14.3.2 Construction Phase**

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in modified AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, modified Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 14.3.2.1** The Construction Manager shall provide bonds as set forth in modified AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

**§ 14.4** Notice in electronic format, pursuant to Article 1 of modified AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 Modified AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 Modified AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 Modified AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 Modified AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Deleted
- .6 Other Exhibits:

(Check all boxes that apply.)

(Paragraphs deleted)

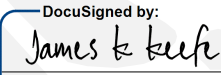
[ ] Supplementary and other Conditions of the Contract:

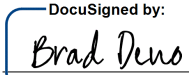
| Document | Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Date | Pages |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|
| .7       | Other documents, if any, listed below:<br>(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) |      |       |

This Agreement is entered into as of the day and year first written above.

The Trustees of Purdue University

Kettelhut Construction, Inc.

DocuSigned by:  
  
OWNER (Signature)  
James K. Keefe  
Senior Director, Capital Asset Management  
(Printed name and title)

DocuSigned by:  
  
CONSTRUCTION MANAGER (Signature)  
Brad Deno  
President  
(Printed name and title)



# AIA® Document A133® – 2019 Exhibit B

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated September 22, 2025  
(In words, indicate day, month and year.)

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

Elliott Hall of Music Ceiling Tile Replacement – 2026  
712 Third Street  
West Lafayette, IN 47907  
WBSE: C.40.11859

**THE OWNER:**  
(Name, legal status, and address)

The Trustees of Purdue University  
2550 Northwestern Ave., Suite 1100  
West Lafayette, IN 47907

**THE CONSTRUCTION MANAGER:**  
(Name, legal status, and address)

Kettelhut Construction, Inc.  
740 Sagamore Parkway South  
Lafayette, IN 47905

### TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

#### ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to modified AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE B.2 OWNER'S INSURANCE

##### § B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a Certificate of Insurance evidencing coverage required under Article B.2.

#### 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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

**§ B.2.2 Liability Insurance**

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

**§ B.2.3 Required Property Insurance**

**§ B.2.3.1** Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk broad-risk or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project.

**§ B.2.3.1.1 Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm.

*(Paragraphs deleted)*

*(Table deleted)*

**§ B.2.3.1.2**

*(Paragraphs deleted)*

**Deleted**

*(Table deleted)*

**§ B.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ B.2.3.1.4 Deductibles and Self-Insured Retentions.** Owner shall be responsible for all losses with the Owner's selected retention or deductible, excepting that the Construction Manager shall be responsible for the first \$500,000 of each and every property loss.

**§ B.2.3.2 Occupancy or Use Prior to Substantial Completion.** Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ B.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, broad-risk property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ B.2.4 Deleted**

*(Paragraphs deleted)*

**§ B.2.5 Deleted**

*(Paragraphs deleted)*

**ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS****§ B.3.1 General**

**§ B.3.1.1 Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon

renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

**§ B.3.1.2 Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

**§ B.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ B.3.1.4** Owner shall not be liable to any person for the failure of Contractor or any Subcontractor to carry any insurance specified or to furnish proof of such coverage to Owner.

## **§ B.3.2 Construction Manager's Required Insurance Coverage**

**§ B.3.2.1** The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the modified General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

Construction Manager is required to maintain insurance for 10 years beyond final completion of the work.

## **§ B.3.2.2 Commercial General Liability**

**§ B.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits as determined by Contract Sum:

Up to \$9,999,999

- Each Occurrence \$2,000,000 annual aggregate \$2,000,000

from \$10,000,000 to \$19,999,999

- Each Occurrence \$3,000,000 annual aggregate \$3,000,000

from \$20,000,000 to \$40,000,000

- Each Occurrence \$4,000,000 annual aggregate \$4,000,000

over \$40,000,000

- Each Occurrence \$10,000,000 annual aggregate \$10,000,000

*(Paragraph deleted)*

for products and completed operations hazards, coverage shall be provided as stipulated in section 11.1.2 of the modified General Conditions.

**§ B.3.2.2.2** The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- 1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the modified General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ B.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ B.3.2.4** The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ B.3.2.5** Workers' Compensation at statutory limits.

**§ B.3.2.6** Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) each employee, and Five Hundred Thousand Dollars (\$500,000.00) policy limit.

**§ B.3.2.7 Deleted**

**§ B.3.2.8** The Construction Manager shall procure Professional Liability insurance covering its own professional services, as well as those of any subconsultants and subcontractors, with policy limits as determined by Contract Sum:

Up to \$9,999,999

- Each Occurrence \$2,000,000 annual aggregate \$2,000,000 from \$10,000,000 to \$19,999,999
- Each Occurrence \$3,000,000 annual aggregate \$3,000,000 from \$20,000,000 to \$40,000,000
- Each Occurrence \$4,000,000 annual aggregate \$4,000,000 over \$40,000,000
- Each Occurrence \$10,000,000 annual aggregate \$10,000,000

**§ B.3.2.9** The Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate.

**§ B.3.2.10** Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) in the aggregate.

## § B.3.2.11 Deleted

## § B.3.2.12 Deleted

## § B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located; having an A.M. Best rating of "A" VII or better; and acceptable to Owner. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- ☐ § B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3.1, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3.1 except to the extent provided below. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall be listed as an additional loss payee on said property insurance policy and adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below.*

*Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- ☐ § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- ☒ § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "broad-risks" completed value form.

- ☒ § B.3.3.2.5 Property insurance on an "broad-risks" form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

- ☐ § B.3.3.2.6 Other Insurance

*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

**Coverage****Limits****§ B.3.4 Performance Bond and Payment Bond**

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

**§ B.3.4.1** The laws of the State of Indiana (IC § 5-16-5.5-1 et seq.) contain certain special provisions regarding retainage, bonds and payment of Construction Manager and Subcontractors. Contracts in excess of \$200,000 are governed by those provisions. For purposes of this Contract, the Owner has determined to withhold as statutory retainage no more than three (3) percent of the dollar value of the work satisfactorily completed until the work is substantially completed.

**§ B.3.4.2** The amounts retained by the Owner from the Construction Manager pursuant to retainage provisions shall be placed in an escrow account in accordance with a written escrow agreement with a bank or savings and loan institution as escrow agent, selected by mutual agreement between the Construction Manager and Owner. This escrow agreement shall have no application to payments withheld by the Owner pursuant to provisions of the Construction Contract intended to protect the Owner from loss on account of: Defective work not remedied; claims filed on reasonable evidence; failure of the Construction Manager to make payments when due to Subcontractors; or for material or labor; reasonable doubt that the Contract can be completed for the balance then unpaid; damage to another Contractor; failure or refusal of the Construction Manager to prosecute the work in strict compliance with the Construction Manager's construction schedule for the work; or similar provisions.

**§ B.3.4.3** Construction Manager shall comply with all applicable provisions of I.C. § 5-16-5-1 with respect to its Subcontractors (as the term "Subcontractor" is defined therein).

**§ B.3.4.4** Construction Manager shall furnish Owner with a performance bond and a payment bond in the form, manner and amount required by the Request for Proposal.

*(Table deleted)*

**§ B.3.4.5** 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 Construction Manager shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**ARTICLE B.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

**00 70 00**  
**GENERAL CONDITIONS**

SECTION 00 70 00  
GENERAL CONDITIONS

SECTION 00 70 00 – GENERAL CONDITIONS

PART 1 – GENERAL

A. AGREEMENT

1. AIA Document A201 General Conditions of the Contract for Construction, 2017 Edition, is the General Conditions between the Owner and Contractor. A copy of this Document is included in the project manual, in Attachment A.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF DOCUMENT



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction (CMc)

for the following PROJECT:

Elliott Hall of Music Ceiling Tile Replacement – 2026  
712 Third Street  
West Lafayette, IN 47907  
WBSE: C.40.11859

### THE OWNER:

The Trustees of Purdue University  
2550 Northwestern Ave., Suite 1100  
West Lafayette, IN 47906

### THE ARCHITECT:

Arsee Engineers, Inc.  
9715 Kincaid Dr., Suite 100  
Fishers, IN 46037

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### 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.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

(1148800567)

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(Topics and numbers in bold are Section headings.)

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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 modified AIA Document A133 – 2019, Standard Form of Agreement (hereinafter the "Agreement") between the Owner and Construction Manager (hereinafter refer to as "Contractor") and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), 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 Request for Proposal, advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

**§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

**§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

**§ 1.1.5 The Drawings**

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

**§ 1.1.6 The Specifications**

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

**§ 1.1.7 Instruments of Service**

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

**§ 1.1.8 Initial Decision Maker**

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

**§ 1.1.9 Written Notice**

Written notice shall mean a written instrument and 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.

Written Notice to the Owner shall be directed to the Project Manager identified in Division 1 of the Specifications.

Written Notice to the Contractor shall be directed to the Contractor's Project Manager.

Written Notice to the Architect shall be directed to the individual identified at the pre-construction meeting.

## **§ 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. In the case of an inconsistency between Drawings and Specifications and within either Contract Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

### **§ 1.2.1.1 Deleted**

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

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

## **§ 1.3 Capitalization**

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

## **§ 1.4 Interpretation**

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

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

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and except as may otherwise be provided in the Agreement between Owner and Architect will retain all common law, statutory, and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers 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 the Project is not to be construed as publication in derogation of the Owner's, Architect's or Architect's consultants' reserved rights.

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

*(Paragraphs deleted)*

### **§ 1.6 Deleted**

### **§ 1.7 Deleted**

### **§ 1.8 Deleted**

**ARTICLE 2 OWNER****§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2 Deleted****§ 2.2 Deleted**

*(Paragraphs deleted)*

**§ 2.3 Information and Services Required of the Owner**

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

**§ 2.3.2 Deleted****§ 2.3.3 Deleted**

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

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

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

**§ 2.4 Owner's Right to Stop the Work**

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

**§ 2.5 Owner's Right to Carry Out the Work**

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

**ARTICLE 3 CONTRACTOR****§ 3.1 General**

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

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

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

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

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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 immediately report to the Architect and the Owner any errors, inconsistencies or omissions suspected or discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

**§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give 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 and Architect, and shall not proceed with that portion of the Work without further written instructions of the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of

changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

#### **§ 3.4 Labor and Materials**

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

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

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Owner reserves the right to require the Contractor to remove from the Project any employee of the Contractor (including the Construction Superintendent), any Subcontractor or employee of any Subcontractor if the Owner deems such person to be unfit or otherwise unsatisfactory.

**§ 3.4.3.1** If the Work is to be performed by trade unions, Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or Owner, any conflict between the requirements of the Contract Documents, including the provision of Ind. Code 5-32, and any labor agreements or regulations of any kind in force among members of councils that regulate or designate the work or activities of any particular craft or trade.

#### **§ 3.5 Warranty**

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

#### **§ 3.5.2 Deleted**

#### **§ 3.6 Taxes**

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

**§ 3.6.1** The labor and materials furnished under this Contract will be used, when the Project is completed, by the Owner for its tax exempt purposes. Accordingly, the Indiana Gross Retail and Use Tax (sales and use tax) will not apply to the purchase of materials under this Contract by the Owner from the Contractor. The Owner will issue an appropriate exemption certificate to the Contractor to that effect.

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

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for any permits, fees, licenses, and inspections by government agencies necessary for the means and methods employed by Contractor

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to complete the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work regardless of whether they are specifically identified in the Contract Documents. Contractor shall furnish Architect and Owner with copies of all notices given.

*(Paragraphs deleted)*

**§ 3.7.3** Contractor warrants that it is a competent Contractor, and has thoroughly familiarized itself with the work that it is to perform, the manner in which it has determined to perform the work and the materials and equipment it has determined to use in performing the work. Contractor further warrants that it has familiarized itself with the federal and state environmental and health laws and regulations including, but not limited to, regulations issued or promulgated by the Environmental Protection Agency and the Indiana Department of Environmental Management applicable to the work to be performed, the manner in which Contractor intends to perform it and the materials and equipment Contractor intends to use in performing the work.

To the extent that either the work which the Contractor is to perform, the manner in which Contractor determined to perform the work or the equipment or materials used (or to be used) by the Contractor in performing the work are the subject of laws (federal or state) or regulations (federal or state, and including, but not limited to, regulations promulgated or issued by the Environmental Protection Agency or the Indiana Department of Environmental Management) requiring compliance by the Contractor or its Subcontractors, Contractor agrees to administer and comply with the applicable laws and regulations.

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

**§ 3.7.5 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide Written Notice to the Owner and the Architect before conditions are disturbed and in no event later than 5 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party proceed as provided in Article 15.

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

**§ 3.8 Allowances**

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

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

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

### § 3.9 Superintendent

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

§ 3.9.2 Contractor shall submit the name and qualifications of a proposed construction superintendent as part of its response to the Request for Proposals.

§ 3.9.3 The Contractor shall not employ a proposed construction superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the construction superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed. Once approved, the Contractor's construction superintendent may not be changed without the written permission of the Owner, which shall not be unreasonably withheld.

§ 3.9.4 Contractor's construction superintendent shall devote his full attention to the Project and shall not superintend any other projects for the Contractor without written consent of the Owner, which shall not be unreasonably withheld.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor shall prepare and submit with its GMP proposal a Contractor's construction schedule for the Work in accordance with the requirements of Division One of the Specifications. Should the Owner not require a GMP on a particular project then the Contractor shall submit a Contractor's construction schedule within 14 days of the Notice to Proceed. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at monthly intervals or more often as required by the Owner, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule within 14 days of the completion of the construction documents or as directed by the Owner and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Contractor's failure to submit satisfactory information required by this § 3.10 shall be grounds for delaying or withholding payment to Contractor.

§ 3.10.4 The Contractor shall not interrupt, disrupt or in any way interfere with utility service to the Owner's existing buildings and structures unless required in order to properly perform the Work. Any necessary interruption, disruption or interference shall be specifically identified in Contractor's construction schedule for the Work and shall be closely coordinated with the Owner so as to minimize the impact to Owner's operations.

### § 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner on copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction ("As-Built" drawings), and one copy of approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.5.1** Each Shop Drawing, Product Data, Sample or similar submittal shall bear the following wording typed or stamped thereon: "APPROVED TO BE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS EXCEPT AS NOTED."

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_\_

Any Shop Drawing, Product Data, Sample, or similar submittal submitted without the above wording shall be returned without review for resubmittal.

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

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect. Any work performed by the Contractor in violation of this section shall be at Contractor's sole risk.

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

**§ 3.12.10.2** Deleted

**§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. Contractor's use of the site shall be limited to performance of the Work.

**§ 3.14 Cutting and Patching**

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

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

**§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall at all times keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project and leave the Work "broom clean" and ready for use.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

**§ 3.15.3** The Contractor shall keep all public and Owner-owned drives and streets cleaned of spilled or tracked materials from trucking operations.

**§ 3.16 Access to Work**

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

**§ 3.17 Royalties, Patents and Copyrights**

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

**§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, its related and affiliated foundations and entities, individually or collectively, and their respective consultants, agents and employees from and against any and all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to the injury to or destruction of tangible property (other than the Work itself), including any loss of use therefrom. Contractor's obligation to defend, indemnify and hold harmless shall apply regardless of whether it is alleged that any person or entity to be indemnified hereunder, or their respective consultants, agents or employees contributed in any way to the alleged wrongdoing or are otherwise liable on account of the alleged breach of a non-delegable duty.

*(Paragraph deleted)*

**§ 3.18.2** Contractor shall have no obligation to defend, indemnify or hold harmless under the foregoing Section 3.18.1 any person or entity, otherwise entitled to defense or indemnity thereunder, where the bodily injury, sickness, disease or death or the injury to or the destruction of property results from the sole negligence or willful misconduct of the person to be indemnified or the sole negligence or willful misconduct of that person or entity's agents, servants or independent contractors who are directly responsible to that person or entity.

**§ 3.18.3** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**ARTICLE 4 ARCHITECT****§ 4.1 General**

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

**§ 4.1.2 Deleted**

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

**§ 4.2 Administration of the Contract**

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

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or

for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 4.2.4 Communications Facilitating Contract Administration**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner.

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect, or in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

Init.

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

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

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Contract Documents, assumes toward the

Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.3.1** Contractor shall comply with all statutory provisions regarding the payment of Subcontractors, including but not limited to I.C. §5-16-5.5-6 or its equivalent.

#### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

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

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

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those provisions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

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

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

**§ 6.2 Mutual Responsibility**

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

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

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

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

**§ 6.3 Owner's Right to Clean Up**

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

**ARTICLE 7 CHANGES IN THE WORK****§ 7.1 General**

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

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

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

**§ 7.1.4** A change in the Contract Sum or the Contract Time may only be accomplished through a Change Order or a Construction Change Directive. No course of dealing, express or implied acceptance of alterations or additions to the Work, or claim that the Owner has been unjustly enriched by an alteration or addition to the Work shall entitle the Contractor to an increase in the Contract Sum or the Contract Time.

**§ 7.1.5** If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this Contract, Contractor shall provide the Architect and Owner with Written Notice in accordance with the requirements of Article 15 before proceeding to execute the work. The timely giving of such Written Notice shall constitute a condition precedent to the Contractor's entitlement to compensation for such extra costs. Failure of the Contractor to give such Written Notice shall also constitute a waiver of any such claim for extra compensation.

**§ 7.2 Change Orders**

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

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

**§ 7.2.2** An executed Change Order shall become an amendment to the Contract Documents and all provisions of the Contract Documents shall apply thereto. In consideration of the Change Order as a complete equitable adjustment, the Contractor releases the Owner of and from any and all costs, expenses, damages or claims attributable in whole or in part to:

- .1 The facts and circumstances giving rise to the Change Order; and
- .2 The execution of the Change Order.

**§ 7.2.3** The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be limited to the following:

- .1 For the CMc, for Work performed by the CMc's own forces, ten percent (10%) of the cost;
- .2 For the CMc, for work performed by a CMc Subcontractor, the percent equivalent to the Fee as defined in Section 5.1.1 of the modified A133 Standard Form of Agreement Between Owner and Construction Manager as Constructor of the amount due the Subcontractor.
- .3 For each Subcontractor, for Work performed by Subcontractor's own forces, ten percent (10%) of the cost;
- .4 For each Subcontractor, for Work performed by Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor;
- .5 For each Sub-subcontractor, for Work performed by Sub-subcontractors, five percent (5%) of the cost.

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

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.3.1** 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. Unit prices include Contractor's overhead and profit.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

Such additional direct costs shall be based upon the actual estimated increase or decrease in the Contractor's cost of performing the Construction Change Directive rather than a percentage or other pre-determined mark-up or mark-down.

#### § 7.3.5 Deleted

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

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

#### § 7.3.9 Deleted

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

#### § 8.2 Progress and Completion

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

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

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

### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a Separate Contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes not caused by wrongful or unlawful acts of Contractor, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control ("Excusable Delay"), then the Contract Time shall be extended by Change Order for a period of time equal to the duration of the Excusable Delay.

§ 8.3.1.1 In support of an alleged Excusable Delay Contractor shall furnish Owner and Architect with data and information sufficient to demonstrate the existence and duration of the Excusable Delay as well as its impact on Contractor's construction schedule for the Work. In the case of weather, historical data or information published by the National Weather Service or similar agency will be sufficient.

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

*(Paragraph deleted)*

§ 8.3.3 Except as provided in Sections 3.7.5 and 10.3, in the event the aggregate of the Excusable Delays lasts less than 60 days, the Contractor's exclusive remedy in the event of such delay, shall be an extension of time. Contractor specifically acknowledges that it shall have no claim for an increase in Contract price or damages because of any delays to all or any part of the Work whether foreseen or unforeseen and no matter how or by whom caused. In the event of an Excusable Delay that is the result of suspension of Work or the Project through no fault of the Contractor and that lasts 60 or more calendar days in the aggregate, then in addition to the extension of time set forth above, Contractor shall be entitled to an increase in the Contract Sum for reimbursable Cost of the Work in accordance with Article 7 of the modified A133. Such increase in the Contract Sum shall be the direct damages (as opposed to consequential damages) incurred by the Contractor or its Subcontractors to the extent caused by the Excusable Delay. In the event a loss of efficiency, productivity or other similar claim is made by a Subcontractor, the Contractor shall require its Subcontractors to provide evidence indicating the actual inefficiency, loss of productivity or other similar consequence as it occurred on the Project and agrees that no reports, analyses, data, industry or academic studies or any other evidence that do not exclusively rely on and pertain to the Work performed at the Project shall be used or in any way considered by the Owner as sufficient basis for such claims. In order to show entitlement for an increase in the Contract Sum for additional general conditions, the Contractor or its Subcontractors must show evidence that the Excusable Delay had a direct cause to the critical path operations in completing the Work and the actual impact of such to the Contractor's or its Subcontractor's general condition costs. Contractor may use the construction contingency to fund costs associated with an Excusable Delay until the 60 day aggregate cap is met.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 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.

§ 9.1.2 Deleted

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

*(Paragraph deleted)*

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

#### § 9.3.1.2 Deleted

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

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

§ 9.3.4 The Contractor's final Application for Payment shall contain evidence satisfactory to the Architect and the Owner that all payrolls, material bills, and other indebtedness connected with the Work has been paid. The final Application for Payment shall be accompanied by the Contractor's Compliance Affidavit, Contractor's Affidavit, Waiver of Claims and Liens, and Guarantee in the form included in the Specifications properly completed and executed by the Contractor, each of the Contractor's Subcontractors, and by each of Contractor's major material suppliers.

### § 9.4 Certificates for Payment

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

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

**§ 9.4.3** Upon receipt of Architect's Certificate for Payment the Owner will, within 14 days, either issue payment to the Contractor in the amount of the Certification or make such payment as is undisputed and offer explanation of the disputed items. When the reasons for withholding are removed, payment will be made for amounts withheld.

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

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

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

#### **§ 9.5.2 Deleted**

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

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect shall reflect such payment on the next Certificate for Payment.

#### **§ 9.6 Progress Payments**

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

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

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

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

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

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

§ 9.6.7 Deleted

§ 9.6.8 Deleted

## § 9.7 Failure of Payment

§ 9.7.1 A final Certificate for Payment shall not be issued until all labor and materials required in the Contract Documents have been furnished, installed and completed, all claims have been disposed of and all claims for extra work materials and allowances for omissions have been rendered, considered and, if agreed to, made a part of such Certificate of Payment.

§ 9.7.2 If, pursuant to the Contract Documents, the Owner is entitled to any reimbursement or payment from the Contractor, Contractor shall make such payment within 14 days of demand by the Owner. Notwithstanding anything in the Contract Documents to the contrary, if Contractor fails to make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of Contractor or to correct defective Work, the Owner shall have the right to either (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when:

- .1 The Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; and
- .2 The Owner has received from any governmental authority having jurisdictional authority thereof all certificates of occupancy and all other permits, approvals, licenses or other documents necessary for the beneficial occupancy of the Project.

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**§ 9.9 Partial Occupancy or Use**

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

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

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

**§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety 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, and (6) all "As Built" drawings, complete operating instructions for equipment and accessories, maintenance manuals, and bonds, certificates and guarantees required by the Contract Documents.

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

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

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

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

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

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

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

**§ 10.1.1** The Contractor shall administer and comply with all the rules, standards, and regulations of the Construction Safety Act (40 U.S.C. 333) and the Williams-Stieger Occupational Safety and Health Act (OSHA) of 1970 (29 U.S.C. 650 et seq.) as administered and enforced by the Occupational Safety and Health Administration, Department of Labor. The Contractor shall further administer and comply with all the provisions, standards, rules and regulations of the Indiana Occupational Health and Safety Act (OSHA) of 1971 (I.C. § 22-8-1.1-1, et seq.) including, but not limited to, 29 C.F.R. 1926, Subpart P (trench safety systems).

The Contractor shall not require or permit any laborer or mechanic, including apprentices and trainees, employed in the performance of this Contract to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to health as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation (29 CFR Part 1926, 36 FR 7340, April 17, 1971) pursuant to Section 107 of the Contract Work Hours and Safety Standards Act.

### **COMPLIANCE AFFIDAVIT**

Each application for payment shall be accompanied by an affidavit, dated and signed by the Contractor, substantially as follows:

This is to certify that in the performance of this Contract, neither the undersigned Contractor nor (so far as the undersigned has knowledge) any of its Subcontractors, has violated the "Occupational Safety and Health Act" provisions of the General Conditions of the Contract.

**§ 10.1.2** Contractor shall establish a program to coordinate the exchange of material safety data sheets or other hazard communication required to be made available to or exchanged between or among employers at the site in accordance with applicable laws or regulations. At all times during performance of the work, Contractor shall be responsible for administering the hazard communication program and coordinating the hazard communication. Contractor shall provide Superintendent with copies of all material safety data sheets or other hazard communication exchanged among or made available to employers at the site.

### **COMPLIANCE AFFIDAVIT**

Each application for payment shall be accompanied by an affidavit, dated and signed by the Contractor, substantially as follows:

This is to certify that in the performance of this Contract, neither the undersigned Contractor, nor (so far as the undersigned has knowledge) any of its Subcontractors, has violated the "Hazard Communication" provision of the General Conditions of the Contract.

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

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor or the Contractor's Subcontractor or Sub-subcontractors; and

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

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

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

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

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

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

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

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

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 7 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials.

§ 10.3.2 Owner shall be responsible for any hazardous materials, including asbestos, polychlorinated biphenyl ("PCBs"), petroleum (for example, oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene and oil mixed with other non-hazardous materials), Hazardous Waste (as defined in Section 1004 of the Solid Waste Disposal Act [42 U.S.C. Section 6903] as amended from time to time) or Radioactive Material (including source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 [52 U.S.C. Section 2011 et seq.] as amended from time to time) which are uncovered or revealed at the site which were not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the work at the site.

§ 10.3.3 To the extent that Hazardous Materials are shown or indicated in Drawings or Specifications or identified in the Contract Documents, but are not made the subject of supplementary conditions, then Contractor shall be responsible for the Hazardous Materials so shown, identified or indicated. In no event shall Owner be responsible for any Hazardous Materials brought to the site by Contractor, Subcontractors, Suppliers or anyone else for whom Contractor is responsible.

Init.

**§ 10.3.4** To the extent that Contractor discovers Hazardous Materials (as described above) or that Contractor discovers materials which it either believes, or has reason to believe, may constitute Hazardous Materials, and which were not shown or indicated in the Drawings or Specifications or not identified in the Contract Documents then the Contractor shall:

- .1 immediately report the same to the Owner by the most expedient means available and confirm the report in writing; and
- .2 immediately cease all work in the vicinity of the materials believed to be hazardous.

The Owner shall then take measures, reasonable and appropriate under the circumstances, to ascertain the true character of the materials believed to be hazardous and the measures, if any, necessary to make the job site reasonably safe for the Contractor's completion of the work. Upon receiving notice from the Owner (which shall be confirmed in writing) to complete performance of the Work, Contractor shall immediately resume performance of the Work.

**§ 10.3.5** 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.

**§ 10.3.6** 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 sole fault or negligence.

#### **§ 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 Insurance and Bonds**

**§ 11.1.1** Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** 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.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### **§ 11.2 Owner's Insurance**

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

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Deleted**

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1** 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2 Deleted**

*(Paragraphs deleted)*

**§ 11.4 Deleted**

**§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by this Agreement shall be adjusted by the Owner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 5 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

**§11.6** Refer to AIA Document A133™ - 2019 Exhibit B, as modified, for insurance requirements.

**ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

**§ 12.1 Uncovering of Work**

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

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

**§ 12.2 Correction of Work****§ 12.2.1 Before or After Substantial Completion**

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

**§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any 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. 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 2.5.

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

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

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

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

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

**§ 12.3 Acceptance of Nonconforming Work**

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

**ARTICLE 13 MISCELLANEOUS PROVISIONS****§ 13.1 Governing Law**

The Contract shall be governed by the law of the State of Indiana. Any action by Contractor or Owner to enforce rights or obligations, or to assert Claims arising out of this Agreement (including cross-claims and third-party claims) shall be brought and maintained only in a court of competent jurisdiction in Tippecanoe County, Indiana.

**§ 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. Contractor shall not assign, or permit the assignment of, any Claim arising out of this Agreement.

§ 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 Rights and Remedies

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

§ 13.3.2 Except as specifically provided in the Contract Documents no action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder.

### § 13.4 Tests and Inspections

§ 13.4.1 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 by the Owner. The Contractor shall give the Architect and Owner timely notice of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity retained by the Owner, and the Contractor shall give timely notice to the Architect and Owner of when and where tests and inspections are to be made so that the Architect and Owner may be present for such procedures.

§ 13.4.3 If such procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Owner and promptly delivered to the Architect and Contractor.

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

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

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### § 13.6 Drug Testing Program

The laws of the State of Indiana (IC 4-13-18 as amended) contain certain special provisions regarding drug testing of employees of public works Contractors and Subcontractors. As determined by the Owner, projects estimated to be in excess of \$150,000.00 will be governed by these provisions. These provisions require, among other things, that the Contractor submit with the bid a written plan for a program to test the Contractor's employees for drugs. In addition, each successful Bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each Bidder's Subcontractors, as the term "Subcontractor" is defined in the statute referred to above.

COMPLIANCE AFFIDAVIT

Each application for payment shall be accompanied by an affidavit, dated and signed by the Contractor, substantially as follows:

This is to certify that in the performance of this Contract, neither the undersigned Contractor, nor (so far as the undersigned has knowledge) any of its Subcontractors, has violated the "Drug Testing Program" provision of the General Conditions of the Contract.

§ 13.7 Background Checks and Security Clearance

Contractor shall perform security clearance background checks on all of its officers, agents, employees assigned to have access to Purdue’s facilities to identify whether any such individual is a registered sex offender pursuant to Zachary’s Law, Ind. Code § 11-8-8 et. seq. or the equivalent law of the individual’s state of residence. Contractor shall either perform such checks on the officers, agents or employees of subcontractors of any tier or shall require that such subcontractors certify to the Contractor and the Owner that such checks have been performed. Neither Contractor nor any subcontractor (of any tier) shall assign an individual identified as a registered sex offender to perform work or services at Purdue’s facilities. Purdue reserves the right to immediately remove any individuals identified as registered sex offenders from Purdue’s facilities. Purdue reserves the right to require additional background checks be made on any of Contractor’s and its subcontractor(s)’s officers, agents, employees or volunteers assigned to have access to Purdue’s premises. Contractor shall indemnify Purdue and hold it harmless from and against all liability, losses, damages, claims, liens, and expense (including reasonable legal fees) arising out of or connected with Contractor’s failure to comply with the requirements of this Article of the General Conditions.

COMPLIANCE AFFIDAVIT

Each application for payment shall be accompanied by an affidavit, dated and signed by the Contractor, substantially as follows:

This is to certify that in the performance of this Contract, neither the undersigned Contractor, nor (so far as the undersigned has knowledge) any of its Subcontractors, has violated the "Background Checks and Security Clearance" provision of the General Conditions of the Contract.

§ 13.8 Subcontractor Spend Data

Contractor shall monitor its payments to its subcontractors and material suppliers and report, on a monthly basis, its disbursement of each Project payment received from the Owner.

COMPLIANCE AFFIDAVIT

Each application for payment shall be accompanied by an affidavit dated and signed by the Contractor, substantially as follows:

This is to certify that the Contractor has received the Owner’s payment of its prior application for payment, subject to any disputed items, and has disbursed payment to its subcontractors and material suppliers as set forth below:

| Subcontractor | Amount | Date  |
|---------------|--------|-------|
| _____         | _____  | _____ |

§ 13.9 Nondiscrimination

§ 13.9.1 The Contractor shall perform, observe and comply with all applicable State, Municipal and Federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, sex, handicap, disability, national origin or ancestry. During the performance of this Contract, the Contractor agrees to comply with all applicable requirements of the Americans with

Disabilities Act of 1990 and the regulations promulgated thereunder. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

**§ 13.9.2** The Contractor agrees that:

- .1 In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Contractor, any Subcontractor, nor any person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry or handicap, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- .2 Neither the Contractor, Subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry, or handicap;
- .3 There may be deducted from the amount payable to the Contractor by the Owner, under this Contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of these nondiscrimination provisions; and
- .4 This Contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of these nondiscrimination provisions.

**§ 13.9.3** By the act of submitting a Bid, each Bidder shall be deemed to have certified to the Owner that it has at all times complied with the nondiscrimination provisions of Senate Enrolled Act No. 484 - Section 4 enacted by the First Regular Session 99th General Assembly 1975, unless such Bidder states otherwise in a written statement submitted with the Bid. The Owner will refrain from entering into any contract with any Bidder who states that it has failed to comply with said nondiscrimination provisions of said Senate Enrolled Act. No. 484 - Section 4. The applicable portion of Senate Enrolled Act No. 484 - Section 4 is as follows:

"SECTION 4. IC1971, 22 0-10, as amended by Acts 1971, P.L. 347, SECTION 7, is amended to read as follows: Sec. 10. Every contract to which the state or any of its political or civil subdivisions is a party, including franchises granted to public utilities, shall contain a provision requiring the Contractor and his Subcontractors not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

Each application for payment shall be accompanied by a nondiscrimination certificate.

**COMPLIANCE AFFIDAVIT**

Each application for payment shall be accompanied by a certificate, dated and signed by the Contractor, substantially as follows:

"This is to certify that in the performance of this Contract, neither the undersigned Contractor nor (so far as the undersigned has knowledge) any of its Subcontractors has violated the provisions of 'Nondiscrimination Provisions' of these General Conditions".

**§ 13.10 American Steel**

To the extent that the Contractor's performance of the Work entails the use of purchase of steel products (as defined in I.C. 5-16-8-1, as amended from time to time), then Contractor warrants that only steel products made in the United States shall be used and supplied in the performance of the Contract and in the performance of any subcontracts.

**§ 13.11 Open Competition**

Where in the Specifications one or more certain materials, trade names, or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names or materials can be used, if in the opinion of the Architect they are equal in durability and efficiency to those mentioned and of a design in harmony within the work as outlined and the Architect gives written approval of a substitution before the articles and material are ordered by the Contractor.

### § 13.12 Parking Regulations

The contractor and its employees are to conform to the University's Motor Vehicle and Traffic Regulations. See Division 1 of the Specifications.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

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

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

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

### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' Written Notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

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

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

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

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

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

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

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall, as its sole remedy, be entitled to receive payment for Work executed and for items properly fabricated off the Project site, delivered and stored in accordance with the Owner's instructions plus unpaid profit on the foregoing items prior to such termination.

Contractor hereby waives all other claims for payment and damages. The Owner shall be credited for (1) payments previously made to the Contractor for the terminated portion of the Work, (2) claims that the Owner has against the Contractor, and (3) the value of materials, supplies, equipment, or other items that are to be disposed of by the Contractor and are part of the Contract Sum.

**§ 14.4.4** Deleted

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

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

**§ 15.1.2 Time Limits on Claims**

Any litigation filed by the Contractor or its Subcontractors asserting any right, claim or cause of action against the Owner arising out of or related in any way to the Contract or Contractor's performance of the Work must be commenced within one year of Substantial Completion. The Owner shall be entitled to the immediate dismissal of any such litigation brought more than one year after Substantial Completion. Any such right, claim or cause of action asserted by the Contractor or its Subcontractors against the Owner more than one year after Substantial Completion is waived by the Contractor.

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**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor must be initiated by Written Notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within the specific time period required by the Contract Documents and in the absence of a specific time period then no later than 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. The timely giving of Written Notice shall be a condition precedent to any entitlement to adjustment in the Contract Time or the Contract Sum. The failure to provide Written Notice of a Claim constitutes an irremovable waiver of such Claim.

**§ 15.1.3.2 Deleted****§ 15.1.4 Continuing Contract Performance**

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

**§ 15.1.4.2 Deleted****§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, Written Notice as provided herein shall be given before proceeding to execute the portion of the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.6 Claims for Additional Time**

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

**§ 15.1.6.2** 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.

*(Paragraphs deleted)*

**§ 15.1.7 Deleted****§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

§ 15.2.6 Either party may file for mediation of an initial decision at any time.

§ 15.2.6.1 Deleted

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

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

### § 15.3 Mediation

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

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation. 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.

§ 15.3.3 Deleted

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

§ 15.4 Deleted  
(Paragraphs deleted)

# **ATTACHMENT A BILLING PROCEDURE**



## ATTACHMENT A – BILLING PROCEDURE

The following is a summary of procedures for progress billings to Kettelhut Construction, Inc. to ensure prompt payments:

This project is titled: **Elliott Hall of Music Ceiling Tile Replacement - 2026** and the Kettelhut Construction's Project Number is: **6952**

- This project is tax exempt.
- All invoices must be billed on an AIA document (AIA G702 & G703) with the attached Kettelhut Construction, Inc. coversheet, vendor certification sheet and compliance affidavit.
- At no time should you bill for change orders unless you have a fully executed Change Order from Kettelhut Construction, Inc. Loose invoices for extra work cannot be processed. Email all change request pricing to the project manager. A Change Order can then be processed, if warranted. Change Orders must be listed by line item on the AIA billing, not Lump Sum.
- Your company name, address along with your contract number is to be listed on the G702 of the AIA document. Your name and contract number should appear on the second page.
- Email a "Pencil Copy AIA" to the Project Manager by the 20th of each month. The Project Manager will review and notify you of any requested revisions within 4 business days.
- Only send one original pay application.
- All final invoices must be into Kettelhut Construction's Accounting Department by NOON on the 24th of the month. Any invoices received after this time will be considered late and cannot be processed until the following month.
  - If the 24th falls on a Saturday then the pay requests are due at Noon on the 23rd.
  - If the 24th falls on a Sunday then the pay request are due at Noon on the 25th.

Please **DO NOT** turn in any invoices to the Project Managers or Superintendents at the job site.

Please **DO** call with any question you may have. Your Project Accountant and Project Manager numbers are as follows:

**Project Accountant** – Ms. Ann Amato (765) 447-2181

**Project Manager** – Mr. Cade Hennemann (765) 447-2181

All invoices must be mailed to the address below:

**Kettelhut Construction, Inc.**  
**ATTN: Accounting**  
**740 Sagamore Parkway South**  
**Lafayette, IN 47905**

Or emailed to:

**apinvoice@kettelhut.com**



KETTELHUT CONSTRUCTION, INC.

GENERAL CONTRACTOR  
CONSTRUCTION MANAGER

KCI use only

I \_\_\_\_/\_\_\_\_/\_\_\_\_

## INVOICE

SUBCONTRACTOR/MATERIAL SUPPLIER

DATE: \_\_\_\_\_

INVOICE NO: \_\_\_\_\_

APPLICATION NO: \_\_\_\_\_

KCI PROJECT NO: 6952

FROM: \_\_\_\_\_

PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_

PROJECT: Purdue University  
Elliott Hall of Music  
Ceiling Tile Replacement - 2026  
West Lafayette, Indiana

### CURRENT CONTRACT

ORIGINAL CONTRACT AMOUNT \$ \_\_\_\_\_

APPROVED CHANGE ORDERS  
(See Other Side)

CONTRACT SUM TO DATE \_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

### CURRENT APPLICATION

### TOTAL TO DATE

### PRIOR BILLINGS

### THIS PERIOD

TOTAL COMPLETED/STORED TO DATE \_\_\_\_\_

LESS RETAINAGE AT \_\_\_\_\_% \_\_\_\_\_

TOTAL \_\_\_\_\_

PAYMENT AMOUNT DUE \$ \_\_\_\_\_

The undersigned hereby certifies that the values on this form are correct, that all work has been performed in accordance with the contract documents and all charges for material, equipment services and labor used in the performance of this contract for which previous invoices have been submitted to and payment made by Kettelhut have been paid in full.

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

KCI OFFICE USE ONLY

Circle One

PW

FW

KCI OFFICE USE ONLY

☐ Place on Hold

☐ No Hold/OK to pay

☐ Waiver(s)

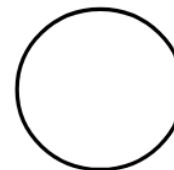
☐ Punch List

☐ Incomplete Work

☐ Poor Work

☐ \_\_\_\_\_

☐ \_\_\_\_\_



740 Sagamore Parkway South Lafayette, IN 47905-4733

(765) 447-2181 Fax (765) 447-7122

(KCI-GCCM-S (12/15))

"SAMPLE SCHEDULE OF VALUES"

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing  
Contractor's signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NUMBER:

APPLICATION DATE:

PERIOD TO:

| A        | B                                                                             | C               | D                             | E           | F                                             | G                                             | H            | I                            | J         |
|----------|-------------------------------------------------------------------------------|-----------------|-------------------------------|-------------|-----------------------------------------------|-----------------------------------------------|--------------|------------------------------|-----------|
| ITEM NO. | DESCRIPTION OF WORK                                                           | SCHEDULED VALUE | WORK COMPLETED                |             | MATERIALS PRESENTLY STORED<br>(NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE<br>(D+E+F) | %<br>(G / C) | BALANCE TO FINISH<br>(C - G) | RETAINAGE |
|          |                                                                               |                 | PREVIOUS APPLICATION<br>(D+E) | THIS PERIOD |                                               |                                               |              |                              |           |
| 1        | Mobilization                                                                  |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 2        | Demobilization (Must be equal to Mobilization)                                |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 3        | Submittals / Shop Drawings                                                    |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 4        | Punch List (Must be 3% of contract amount, but no more than \$50,000)         |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 5        | Closeout Documents (Must be 3% of contract amount, but no more than \$50,000) |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 6        |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 7        | Phase 1, Area 1 and/or Floor 1                                                |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 8        | Section 00 00 00 - Spec Section Title                                         |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 9        | Item of Work - Labor                                                          |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 10       | Item of Work - Material                                                       |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 11       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 12       | Phase 2, Area 2 and/or Floor 2                                                |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 13       | Section 00 00 00 - Spec Section Title                                         |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 14       | Item of Work - Labor                                                          |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 15       | Item of Work - Material                                                       |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 16       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 17       | Phase 3 / Area 3 and/or Floor 3                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 18       | Section 00 00 00 - Spec Section Title                                         |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 19       | Item of Work - Labor                                                          |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 20       | Item of Work - Material                                                       |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 21       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 22       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 23       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 24       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 25       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 26       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 27       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 28       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 29       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 30       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 31       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 32       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 33       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 34       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 35       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 36       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 37       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 38       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 39       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 40       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 41       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 42       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 43       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 44       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 45       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 46       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 47       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 48       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
| 49       |                                                                               |                 |                               |             | 0                                             | 0                                             |              | 0                            |           |
|          | TOTALS                                                                        | 0               |                               |             | 0                                             | 0                                             | 0%           | 0                            |           |



## VENDOR CERTIFICATION

I, \_\_\_\_\_ (Name) with \_\_\_\_\_ (Subcontractor), hereby certify that the work performed and the materials supplied to date, as shown on the attached application for payment # \_\_\_\_\_ (AIA G702/G703 or similar presentation) dated \_\_\_\_\_ represent the actual value of work performed under the terms of the Contract (and all authorized and approved changes thereto) between the Subcontractor and Kettelhut Construction, Inc. (Contractor) relating to the referenced project in this application for payment.

I also certify that the payments, less applicable retention, have been paid through the period covered by the previous payments received from the contractor, to (1) all my subcontractors and (2) for all material and labor used in or in connection with the performance of this Contract. I further certify that I have complied with Federal, State and local tax laws, including Social Security laws, Unemployment Compensation laws and Workers Compensation laws, as well as Federal, State and local laws regarding the payment of wages and benefits, including Davis Bacon, Indiana Prevailing Wage or local Common Wage statutes, insofar as applicable to the performances of this Contract.

The following are the names of all parties who have furnished material (suppliers) or labor (subcontractors) or both, in this application for payment, on the project **Elliott Hall of Music Ceiling Tile Replacement - 2026 (Kettelhut Construction, Inc. Project No. 6952)**

| Names of Subs/Suppliers Owed * | Material or Service Provided | Contact Person | Phone # | Amount Owed |
|--------------------------------|------------------------------|----------------|---------|-------------|
|                                |                              |                |         |             |
|                                |                              |                |         |             |
|                                |                              |                |         |             |
|                                |                              |                |         |             |
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|                                |                              |                |         |             |
|                                |                              |                |         |             |
|                                |                              |                |         |             |

\*: If none, so state  
Waivers are required from suppliers



“SAMPLE”

**Waiver of Construction Lien, Payment  
Bond and Lien of Funds**

Date: **(Enter Today's Date)**

The undersigned acknowledges having received a payment of **\$(Enter Amount)**  
from **(Enter Prime Subcontractor)** in full to \_\_\_\_\_ for all labor, material and  
**(Enter Paid to Date)**  
supplies for construction, alteration, erection and repairs delivered or furnished by

**(Enter Company Name)**  
(Sub-Contractor or Vendor)

to (or performed at) **Purdue University**  
**Elliott Hall of Music Ceiling Tile Replacement - 2026**  
**(Kettelhut Project No. 6952)**

(Street Address or Legal Description)

County of \_\_\_\_\_, IN Owned by **Enter Owner's Name**

For good and valuable consideration, the undersigned hereby irrevocably and unconditionally waives and releases any and all (a) rights and claims for a construction or other lien or land and buildings being constructed, altered, erected or repaired and to the appurtenances thereunto, (b) rights and claims on any payment bond(s) furnished in conjunction with said construction, alteration, erection or repair, and (c) rights and claims for lien on money, bonds, or warrants due or to become due to the prime contractors.

**(ENTER SUB-CONTRACTOR/SUPPLIER NAME)**

\_\_\_\_\_  
Signature/Title

State of \_\_\_\_\_, County of \_\_\_\_\_, SS: Before me, the undersigned, a Notary  
Public in and for said

County and State, personally appeared \_\_\_\_\_ who acknowledged the execution of the  
foregoing

Waiver of Lien (as such officers for and on behalf of said Corporation and by authority of its Board of  
Directors).

Witnessed by my hand and notarized seal the \_\_\_\_\_ day of \_\_\_\_\_

My commission expires: \_\_\_\_\_ Notary Public \_\_\_\_\_



Physical Facilities Form 25  
Rev. October 7, 2019 DB CMc

Purdue University

## COMPLIANCE AFFIDAVIT

*(Submit this affidavit, signed and notarized, with each Construction Invoice Voucher)*

Contractor: \_\_\_\_\_

Project Name: Elliott Hall of Music Ceiling Tile Replacement - 2026

Date: \_\_\_\_\_

This is to certify that in the performance of this contract, neither the undersigned Contractor nor (so far as the undersigned has knowledge) any of his Subcontractors has violated any of the following:

1. The "Nondiscrimination" (§ 13.11) provisions of the General Conditions of the Contract;
2. The "Occupational Safety and Health Act" (Article 10) provisions of the General Conditions of the contract;
3. The "Hazard Communication" (§ 10.1.2) provisions of the General Conditions of the Contract;
4. The "Drug Testing Program" (§ 13.8) provisions of the General Conditions of the Contract;
5. The "Background Checks and Security Clearance" (§ 13.9) provisions of the General Conditions of the Contract; and
6. The "Subcontractor Spend Data" (§ 13.10) provisions of the General Conditions of the Contract.

Given under our hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

COUNTY OF RESIDENCE

MY COMMISSION EXPIRES

\_\_\_\_\_

\_\_\_\_\_

## Bill of Sale

Date:

Re: Purdue University  
Elliott Hall of Music  
Ceiling Tile Replacement - 2026  
Kettelhut Project No. 6952

Be it known, that for the sum of \$\_\_\_\_\_, the payment of which has been promised as sole consideration of this Bill of Sale, the undersigned insert Subcontractor / Supplier name, (Seller) hereby sells and transfers to Purdue University (Buyer), the material billed on the above payment application which is being stored at insert full address where materials are stored \_\_\_\_\_, as described:

Insert Subcontractor / Supplier name to KCI to Purdue University – insert item description in the amount of \$\_\_\_\_\_.

In as much as the intention of this Bill of Sale is meant to act as the full transfer of property, this transaction only becomes effective upon payment by Purdue to Kettelhut Construction Inc., and Kettelhut Construction Inc.'s subsequent payment to Subcontractor / Material Supplier (as business of origin of said materials).

KETTELHUT CONSTRUCTION, INC.

Brad Deno  
President

CONTRACTOR'S AFFIDAVIT, WAIVER OF LIEN, AND GUARANTEE

TO: Kettelhut Construction, Inc.

Job No: 6952

Date: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

We, the undersigned Insert Subcontractor / Material Supplier Name  
having been employed by Kettelhut Construction, Inc. to furnish and/or install  
Type of Work Performed and/or Materials Supplied  
for the Elliott Hall of Music Ceiling Tile Replacement - 2026,  
do hereby affirm that we have paid all charges against us for labor, materials, equipment, rentals and all other items  
of expense under this contract, except as follows: (List all items of expense which you have not paid whether you  
have received invoice or not.) None

Also, we, the undersigned, for and in consideration of payments (\$Insert Contract Amount) made to  
Insert Subcontractor / Material Supplier Name, the receipt whereof is hereby acknowledged, do  
hereby waive and release any and every lien, or claim, or right of lien on said above described building and premises  
on account of labor, skill, machinery, or materials, or all, furnished to  
Kettelhut Construction, Inc.  
by the undersigned for said building or premises.

The undersigned further guarantees that all work is executed in strict accordance with the specifications and  
contract drawings, including any changes or alterations authorized in writing, and that should any defect appear  
within the periods as specified due to faulty materials or workmanship furnished in the performance of the contract,  
for which payment is herein acknowledged, that the said undersigned will, in accordance with the Specifications,  
repair and remedy said defects without expense to the Owner or Kettelhut Construction, Inc.  
\_\_\_\_\_ when notified to do so.

Given under our hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

State of \_\_\_\_\_ SS:

County of \_\_\_\_\_

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

(Notary Public)

Form must be completed exactly as shown below with no  
alterations for all 2nd Tier Subcontractors/Suppliers

CONTRACTOR'S AFFIDAVIT, WAIVER OF LIEN, AND GUARANTEE

TO: Insert 1st Tier Subcontractor/Material Supplier Name

Job No: 6952

Date: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

We, the undersigned Insert 2nd Tier Subcontractor / Material Supplier Name  
having been employed by Insert 1st Tier Subcontractor/Material Supplier Name to furnish and/or install  
Type of Work Performed and/or Materials Supplied  
for the Elliott Hall of Music Ceiling Tile Replacement - 2026,  
do hereby affirm that we have paid all charges against us for labor, materials, equipment, rentals and all other items  
of expense under this contract, except as follows: (List all items of expense which you have not paid whether you  
have received invoice or not.) None

Also, we, the undersigned, for and in consideration of payments (\$Insert Contract Amount) made to  
Insert 2nd Tier Subcontractor / Material Supplier Name, the receipt whereof is hereby acknowledged, do  
hereby waive and release any and every lien, or claim, or right of lien on said above described building and premises  
on account of labor, skill, machinery, or materials, or all, furnished to  
Insert 1st Tier Subcontractor/Material Supplier Name  
by the undersigned for said building or premises.

The undersigned further guarantees that all work is executed in strict accordance with the specifications and  
contract drawings, including any changes or alterations authorized in writing, and that should any defect appear  
within the periods as specified due to faulty materials or workmanship furnished in the performance of the contract,  
for which payment is herein acknowledged, that the said undersigned will, in accordance with the Specifications,  
repair and remedy said defects without expense to the Owner or Insert 1st Tier Subcontractor/Material Supplier Name  
\_\_\_\_\_ when notified to do so.

Given under our hand and seal this  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

State of \_\_\_\_\_ SS:

County of \_\_\_\_\_

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

(Notary Public)

## CONTRACTOR'S AFFIDAVIT, WAIVER OF LIEN, AND GUARANTEE

TO: \_\_\_\_\_

Job No: \_\_\_\_\_

Date: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

We, the undersigned \_\_\_\_\_  
having been employed by \_\_\_\_\_ to furnish and/or install

\_\_\_\_\_ for the \_\_\_\_\_,  
do hereby affirm that we have paid all charges against us for labor, materials, equipment, rentals and all other items  
of expense under this contract, except as follows: (List all items of expense which you have not paid whether you  
have received invoice or not.) \_\_\_\_\_

\_\_\_\_\_  
Also, we, the undersigned, for and in consideration of payments (\$\_\_\_\_\_) made to  
\_\_\_\_\_, the receipt whereof is hereby acknowledged, do  
hereby waive and release any and every lien, or claim, or right of lien on said above described building and premises  
on account of labor, skill, machinery, or materials, or all, furnished to

\_\_\_\_\_ by the undersigned for said building or premises.

The undersigned further guarantees that all work is executed in strict accordance with the specifications and  
contract drawings, including any changes or alterations authorized in writing, and that should any defect appear  
within the periods as specified due to faulty materials or workmanship furnished in the performance of the contract,  
for which payment is herein acknowledged, that the said undersigned will, in accordance with the Specifications,  
repair and remedy said defects without expense to the Owner or \_\_\_\_\_  
\_\_\_\_\_ when notified to do so.

Given under our hand and seal this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_  
State of \_\_\_\_\_

SS:  
County of \_\_\_\_\_

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

(Notary Public)

**ATTACHMENT B  
LOGISTICS PLAN**



## ATTACHMENT B – LOGISTIC PLANS

### Coordination Plan

Kettelhut Construction's primary contact for onsite daily coordination is Mr. Josh Weiland (765) 202-0048. He will assist Subcontractors and the Owner to successfully coordinate work.

Our executive team will also be involved with coordination on an upper management and planning level basis. This team along with our superintendent will review all upcoming coordination issues and make sure our plan is solid and the Owner is aware of the plan. Initial plans for coordination will include:

- Investigation of Existing Conditions.
- Site Setup
  - Temp fence location and dumpster locations.
  - Delivery/material offloading. - Minimum of 48 hour notice to Josh Weiland.
- Access to Building.
- Turnover Plan.

There will also be close coordination related to the Owner's ongoing operations. We have identified the following as items that we foresee to require such coordination:

- Fire Protection System – If required, shutdowns of existing sprinkler systems must always include a 72 hour notice and proper coordination. This will be true for all life safety tie-ins locations.
- Noise and Vibration – Daily coordination will occur with regard to noise and vibration. We know the surrounding buildings and areas within the building will be occupied so close coordination to minimize disturbance will be required.
- Utility Protection – This coordination is primarily for lockout/ tagout procedures and related to mechanical and electrical coordination. Again, such activities will require a 72 hour notice.
- Service/Emergency Vehicle Access – Our site plan will assist our team in dealing with vehicle access, but there may be short durations that require a modification of the plan. If such is required, a coordination effort will be achieved for safety purposes.
- Emergency Exiting – Our plan will be to clearly mark exits that must be maintained during construction.

Our construction team will achieve the overall coordination of new activities through the following approach:

- Coordination meetings.
  - Foreman Meetings.
  - Safety Toolbox Talks.
  - Special Coordination Meetings.
  - Pre-Mobilization Meetings.
1. On-Site Storage: Subcontractors should store materials offsite as much as possible and won't be allowed to encumber work areas within the building with their stored materials. Approval from the Kettelhut Construction Project Superintendent is required a minimum of 24 hours prior to any major/ substantial onsite delivery and storage of material furnished as part of the scope of work. Subcontractor is responsible for receipt, unloading, and proper storage of their materials.

See bid drawings for additional information on building access and logistics during construction.

**ATTACHMENT C**  
**CONTRACTOR'S BID FOR PUBLIC**  
**WORK – FORM 96 & AFFIDAVITS**



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

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

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

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 basis, 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 products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## PART II

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

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

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 | Expected Completion Date | Name and Address of Owner |
|-----------------|---------------|--------------------------|---------------------------|
|                 |               |                          |                           |
|                 |               |                          |                           |
|                 |               |                          |                           |
|                 |               |                          |                           |

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

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

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## 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 work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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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.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require 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.

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

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5. Have you entered 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 would corroborate the prices listed.

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### 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'S 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 include 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 corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and  
swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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

County of Residence: \_\_\_\_\_

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BID OF

---

(Contractor)

---

(Address)

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FOR  
PUBLIC WORKS PROJECTS  
OF

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Filed \_\_\_\_\_, \_\_\_\_\_

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Action taken \_\_\_\_\_

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**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20**  
**TRENCH SAFETY SYSTEMS; COST RECOVERY**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

# AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of  
(Job title)
- \_\_\_\_\_  
(Company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
- i. has contracted with or seeking to contract with Purdue University to provide services;  
**OR**  
ii. Is a subcontractor on a contract to provide services to Purdue University.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

|    | Trench Safety Measure | Units of Measure | Unit Cost | Unit Quantity | Extended Cost |
|----|-----------------------|------------------|-----------|---------------|---------------|
| A. |                       |                  |           |               |               |
| B. |                       |                  |           |               |               |
| C. |                       |                  |           |               |               |
| D. |                       |                  |           |               |               |
|    |                       |                  |           | Total         | \$            |



Method of Compliance (Specify) \_\_\_\_\_

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

STATE OF INDIANA                    )  
                                              ) SS:  
COUNTY OF                         )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

\*Bidders:       Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by Purdue University.



**COMPLIANCE AFFIDAVIT REGARDING INDIANA CODE CHAPTER 4-13-18**  
**DRUG TESTING OF EMPLOYEES**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

# AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_  
(Job title)

(Company name)

2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with Purdue University to provide services; OR
  - ii. is a subcontractor on a contract to provide services to Purdue University.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Signature

Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_

And acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

**ATTACHMENT D**  
**JOB SITE SAFETY & SECURITY PLAN**



## **ATTACHMENT D – COVID PROTOCOLS, JOBSITE SAFETY & JOBSITE SECURITY PLAN**

### **PURDUE COVID-19 PROTOCOLS**

Should there be another COVID outbreak, personnel for all contractors must comply with all University rules, regulations and COVID safety protocols.

This could include face masks being worn in all hallways, public spaces and common areas (restrooms, locker rooms, dining courts, etc.), as well as office spaces if social distancing of six feet is not possible. Face masks may also be required in outdoor settings if safe social distancing and gathering practices are not possible. Multi-ply tightly woven cotton cloth or multi-ply disposable masks are preferred.

All vendors anticipating a trip to campus may have to complete the required employee and visitor training program.

### **JOBSITE SAFETY**

The entire construction team has the responsibility and authority to contribute to the achievement of zero injury project. The responsibilities of all personnel who manage, perform, and ensure the safety of the work include:

- Initiate action to prevent the occurrence of a task that is unsafe
- Identify, evaluate, and document safety concerns and issues
- Recommend or initiate alternative safe solutions
- Stop the work when unsafe work is identified, until the deficiency is corrected

The Kettelhut policy is based on the fundamental concept that every incident is preventable and as a team safety will be built into every aspect of the project.

Our team is committed to excellence and leadership in workplace safety. We will meet or exceed Purdue University's requirements through fully developed procedures on safety. Safety will be the responsibility of every individual performing the work. Safety will be obtained through appropriate planning and control of work operations and by specific activities such as reviewing, checking, inspecting, testing, and quality surveillance/audits.

Kettelhut will employ SMG (Safety Management Group) as our firm's training facilitator and job audit coordinator on this project. We will employ SMG to assist us with safety monitoring and subcontractor prequalification on this project.

All project employees will be drug tested and will abide with a formal Substance Abuse Program.

Project Safety training will include site-specific orientation training, weekly field toolbox meetings, and specific task safety training as required. Josh Weiland will be the onsite competent person in charge of daily safety activities.

### **JOBSITE SECURITY**

Jobsite security will be in place starting during selection of workers. As outlined in Indiana Code 11-8-8et. All workers shall be subject to a background check. When someone employed by the construction team passes a background check and completes a site-specific orientation, they may begin working on site. This will be done without exception. Below is the procedure for obtaining access to the project site.



Upon arriving at the above referenced project for the first time all employees of your firm must check in with our site superintendent, Josh Weiland. The individual will have to complete a site-specific safety form and sign off that they understand and will abide by the rules and procedures.

Be aware that this project is taking place in and around an occupied building and there is a zero-tolerance policy on any inappropriate interaction with students or staff. Activity of this nature by anyone will result in their immediate termination from the project. Please share this information with all employees prior to sending them to the jobsite.



## SITE SPECIFIC SAFETY RULES

Elliott Hall of Music Ceiling Tile Replacement - 2026  
Purdue University  
West Lafayette, Indiana

1. All individuals must wear safety glasses and their hard hats on their heads at all times. All employees must keep their hard hat and safety glasses in good protective condition. If these items become defective, they should be replaced.
2. Horseplay, trickery, scuffling, or other unsafe behavior is prohibited, fighting and personal harassment will not be tolerated, and those responsible are subject to dismissal.
3. The use of drugs, alcohol or any mind-altering substance will not be tolerated under any circumstances. Discovery of such items will result in disciplinary actions.
4. All individuals shall make themselves familiar with the Emergency Action Plan for the jobsite on which they are working.
5. If a material is encountered on the jobsite that is suspected to be hazardous, stop work immediately and inform the Kettelhut supervisor. Under no circumstances disturb items that may potentially contain asbestos, lead, or biological material without consulting with the Kettelhut superintendent.
6. No smoking/Vaping is allowed onsite.
7. All individuals shall regularly attend jobsite toolbox talks/safety meetings on a weekly basis.
8. Hard-soled leather boots are to be worn by all craft employees on all jobsites. Protective toed boots are recommended but are not mandatory. Athletic shoes, soft-soled shoes, sandals, open-toed or open-heeled shoes are not permitted.
9. Observe and obey all caution and danger signs, barricades and Safety Permit tags that are in place on the jobsite.
10. Good housekeeping is to be practiced at all times. Waste materials shall be disposed of properly and shall not be allowed to accumulate in the work area. Disposal of hazardous materials will be done in accordance with the manufacturer's recommendations and state/local regulations.
11. Approved portable safety containers are to be used for storage and transporting of flammable liquids in quantities of one gallon or more. These containers will be properly labeled at all times.
12. All temporary electrical receptacles will be protected from hazards by utilizing Ground Fault Circuit Interrupters (GFCI).
13. All personal hand and power tools are required to be in working order. This includes strain relief on plugs, ground prongs, proper polarity, cords without cuts, splices and handles without cracks or splinters.
14. No foul language or cat calling. If reported or notified, you will be removed from the project immediately.
15. The passenger elevators are off limits to all contractor personnel.
16. All individuals must comply with Purdue University COVID protocols.

I fully understand and ensure that I will abide by the above rules and procedures.

Legibly Print Name\_\_\_\_\_

Sign Name\_\_\_\_\_ Date\_\_\_\_\_

Company\_\_\_\_\_

Emergency Contact Number\_\_\_\_\_ Relationship\_\_\_\_\_

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

In accordance with the Contract Documents, please submit a breakdown of material and labor by Specification Section and level to our office by **within 10 days of receipt of this letter** so that we may submit our Schedule of Values to the Owner.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

cc: Field Office

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

In accordance with our Purchase Agreement you are required to submit a Certificate of Insurance for the above referenced project with coverages as outlined in the Specifications.

Please forward your current Certificate of Insurance to this office at your earliest convenience.

**Please note that we do require:**

1. **The Name and/or Kettelhut Project Number of the Project to be listed on each Certificate**
2. **Kettelhut Construction, Inc. to be listed as both Certificate Holder and Additional Insured**
3. **A 30 Day Cancellation Notification on the policy, with the exception of 10 Days for Non-Payment**
4. **Certificates to renewed and submitted to our office BEFORE the current policy expires**

Your attention to this matter will be appreciated.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

cc: Field Office

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

Kettelhut Construction, Inc. is requesting documentation that your firm has a lockout/tagout policy & procedures for all Kettelhut projects. Please provide such documentation to our firm, referencing this project by **within 10 days of receipt of this letter**.

Your immediate attention to this matter is appreciated.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

cc: Field Office

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

In accordance with the Contract Documents, please submit the requested information for your scope of work.

All electronic submittals (product data, shop drawings etc.) need to be emailed to Angie Aldridge at [aca@kettelhut.com](mailto:aca@kettelhut.com) for processing. Kettelhut will utilize PlanGrid for tracking submittals in house. As the submittal moves through the review process, note that you will receive emails via PlanGrid during this time. Once the submittal has been reviewed, PlanGrid will send you an email stating "Submittal review complete". Click on VIEW SUBMITTALS, which is highlighted in blue, to download your reviewed submittal. Do not respond to emails received from PlanGrid as this is a no-reply email and it will not be received.

Include transmittals with your submittals indicating the spec section the submittal coincides with and what the item is. Submittal logs are created directly from what the specs call out. If items we are asking for are N/A please let us know and we will take appropriate action.

Please have all submittals complete within ten (10) days from the receipt of this letter. All required physical samples should be sent to Angie Aldridge's attention at the Kettelhut office. If you have any questions regarding submittals, please contact Angie at [aca@kettelhut.com](mailto:aca@kettelhut.com) or 765-447-2181.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

cc: Field Office

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

We have standardized our Subcontractor/Material Supplier invoice form for all of our projects.

The enclosed forms are to be used for all of your invoices to us on this project. Invoices submitted to us for payment **NOT** on these forms will be returned to you unprocessed. The attached form must be completed with each invoice submitted from your firm along with Vendor Certifications. Failure to provide this voucher will result in your invoice being returned unprocessed.

To assist you in expediting your monthly invoicing, we are now accepting electronically submitted invoices. All invoices should be submitted to [apinvoice@kettelhut.com](mailto:apinvoice@kettelhut.com).

We request your assistance in helping us to expedite our invoices to Owners and subsequently our payment of your invoice.

We will be submitting our invoice to the Owner on this project on the 30<sup>th</sup> of each month. Therefore, we need your monthly invoice in our office no later than the 20<sup>th</sup> of each month. Invoices received after this date, will be processed in our next monthly invoice to the Owner.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

Enclosure

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

When this project commences, please advise our firm of your requirements relative to all recessed, semi-recessed, and thru-wall opening sizes that are located in concrete or masonry structures.

Also, if there are roof opening frames/floor opening frames required for your equipment to be furnished by our firm, our firm will immediately need the roof opening/floor opening sizes and locations that are required. We suggest you obtain a set of the architectural drawing sepias from the Architect/Engineer and forward to our firm indicating all roof opening/floor opening sizes and locations as required.

We cannot over emphasize the importance of your company advising us of the above request for information. Not only will your timely response hasten the completion of the project, but it will also potentially save your company considerable expenditure that will no doubt have to be made relative to change in prefabricated roof opening sizes, relocating openings and patching openings that are not the size you require.

We will gladly accept the responsibility of providing you with what you require as long as it is consistent with the Contract Documents and also that you advise us of your requirements. If not, we will provide the openings as indicated on the Contract Documents and if these do not coincide with your actual requirements, we will not be responsible in making whatever changes are necessary.

If you have any questions to the above, please so advise.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

cc: Field Office

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

Enclosed is a partially completed **Contractor's Criminal History Information Affidavit**. This form must be completed by all subcontractors on the above referenced project prior to starting work. In addition to the affidavit, all contractors will be required to have an expanded Criminal History Check performed by the Indiana State Police. Typically the State Police will inform you in the applicant "qualifies" to work on a school project. If the applicant does not qualify, the police will not tell what crime the applicant was connected to. There are 21 crimes for which a person may be disqualified, and those are listed in IC-20-26-5-11. The approval documentation of each employee must be in Kettelhut possession prior to all employees working onsite.

Please complete the enclosed form and return to Kettelhut Construction, Inc. within ten (10) days from the date of this letter. Your immediate attention to this matter is greatly appreciated.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

Enclosure

cc: Field Office

**CONTRACTOR'S CRIMINAL HISTORY INFORMATION AFFIDAVIT**

TO: Kettelhut Construction, Inc.

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Date \_\_\_\_\_

TO WHOM IT MAY CONCERN:

We, the undersigned \_\_\_\_\_  
having been employed by Kettelhut Construction, Inc. for the  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
project hereby affirm that \_\_\_\_\_ and our  
subcontractors will be in full compliance with Purdue University and the laws of the State of Indiana,  
related to criminal history information throughout the duration of the project.

Given under our hand

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

Enclosed is a partially completed Contractor's Background Checks and Security Clearance Affidavit. This form must be completed by all subcontractors on the above referenced project prior to starting work.

Please complete the enclosed form and return to Kettelhut Construction, Inc. within ten (10) days from the date of this letter. Your immediate attention to this matter is greatly appreciated.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

Enclosure

cc: Field Office

**CONTRACTOR'S BACKGROUND CHECKS AND SECURITY CLEARANCE  
AFFIDAVIT**

TO: Kettelhut Construction, Inc.

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Date \_\_\_\_\_

TO WHOM IT MAY CONCERN:

We, the undersigned \_\_\_\_\_  
having been employed by Kettelhut Construction, Inc. for the  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
project hereby affirm that \_\_\_\_\_ and our  
subcontractors will be in full compliance with Purdue University and the laws of the State of Indiana of  
employees on Background Checks and Security Clearance provision throughout the duration of the  
project.

Given under our hand

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

Enclosed is a partially completed drug testing program affidavit. This form must be completed by all subcontractors on the above referenced project prior to starting work, refer to Indiana law (IC 4-13-18).

Please complete the enclosed form and return to Kettelhut Construction, Inc. within ten (10) days from the date of this letter. Your immediate attention to this matter is greatly appreciated.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

CCH: jas

Enclosure

cc: Field Office

**CONTRACTOR'S DRUG TESTING PROGRAM AFFIDAVIT**

TO: Kettelhut Construction, Inc.

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Date \_\_\_\_\_

TO WHOM IT MAY CONCERN:

We, the undersigned \_\_\_\_\_  
having been employed by Kettelhut Construction, Inc. for the  
Elliott Hall of Music Ceiling Tile Replacement – 2026  
project hereby affirm that \_\_\_\_\_ and our  
subcontractors will be in full compliance with the laws of the State of Indiana (IC 4-13-18 as amended)  
regarding drug testing of employees on public works projects throughout the duration of the project.

Given under our hand

\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## SITE SPECIFIC SAFETY RULES

Elliott Hall of Music Ceiling Tile Replacement - 2026  
Purdue University  
West Lafayette, Indiana

1. All individuals must wear safety glasses and their hard hats on their heads at all times. All employees must keep their hard hat and safety glasses in good protective condition. If these items become defective, they should be replaced.
2. Horseplay, trickery, scuffling, or other unsafe behavior is prohibited, fighting and personal harassment will not be tolerated, and those responsible are subject to dismissal.
3. The use of drugs, alcohol or any mind-altering substance will not be tolerated under any circumstances. Discovery of such items will result in disciplinary actions.
4. All individuals shall make themselves familiar with the Emergency Action Plan for the jobsite on which they are working.
5. If a material is encountered on the jobsite that is suspected to be hazardous, stop work immediately and inform the Kettelhut supervisor. Under no circumstances disturb items that may potentially contain asbestos or lead without consulting with the Kettelhut superintendent.
6. No smoking is allowed onsite.
7. All individuals shall regularly attend jobsite tool box talks/safety meetings on a weekly basis.
8. Hard-soled leather boots are to be worn by all craft employees on all jobsites. Protective toed boots are recommended, but are not mandatory. Athletic shoes, soft-soled shoes, sandals, open-toed or open-heeled shoes are not permitted.
9. Observe and obey all caution and danger signs, barricades and Safety Permit tags that are in place on the jobsite.
10. Good housekeeping is to be practiced at all times. Waste materials shall be disposed of properly, and shall not be allowed to accumulate in the work area. Disposal of hazardous materials will be done in accordance with the manufacturer's recommendations and state/local regulations.
11. Approved portable safety containers are to be used for storage and transporting of flammable liquids in quantities of one gallon or more. These containers will be properly labeled at all times.
12. All temporary electrical receptacles will be protected from hazards by utilizing Ground Fault Circuit Interrupters (GFCI).
13. All personal hand and power tools are required to be in working order. This includes strain relief on plugs, ground prongs, proper polarity, cords without cuts, splices and handles without cracks or splinters.
14. No foul language or cat calling. If reported or notified, you will be removed from the project immediately.
15. The passenger elevators are off limits to all contractor personnel.
16. All individuals must comply with Purdue University COVID protocols.

I fully understand and ensure that I will abide by the above rules and procedures.

Legibly Print Name\_\_\_\_\_

Sign Name\_\_\_\_\_ Date\_\_\_\_\_

Company\_\_\_\_\_

Emergency Contact Number\_\_\_\_\_ Relationship\_\_\_\_\_

February 5, 2026

Re: Purdue University  
Elliott Hall of Music Ceiling Tile Replacement - 2026  
West Lafayette, Indiana  
Kettelhut Project No. 6952

Gentlemen:

Enclosed is a partially completed E-Verify Program Affidavit. This form must be completed by all subcontractors on the above referenced project prior to starting work, refer to Indiana law IC 5-16-13-11 and 22-5-1.7.

Please complete and return to Kettelhut Construction, Inc. within ten (10) days from the date of this letter. Your immediate attention to this matter is greatly appreciated.

Sincerely,

KETTELHUT CONSTRUCTION, INC.

*Cade Hennemann*

Cade Hennemann  
Project Manager

OCH: jas

Enclosure

cc: Field Office

## E-VERIFY PROGRAM AFFIDAVIT

Contractor: \_\_\_\_\_

Project Name: Elliott Hall of Music Ceiling Tile Replacement – 2026

Date: \_\_\_\_\_

We, the undersigned, do hereby affirm that we are compliant with [IC 5-16-13-11 and 22-5-1.7].

The undersigned further affirms that the Contractor:

1. Has enrolled and is participating in the E-Verify program
2. Does not knowingly employ an unauthorized alien.

Given under our hand

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

Title: \_\_\_\_\_

**01 01 00**  
**SUMMARY OF WORK**

SECTION 01 01 00  
SUMMARY OF WORK

SECTION 01 0100 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The proposed Elliott Hall of Music Ceiling Tile Replacement - 2026 project is located at Purdue University, 712 Third St., West Lafayette, IN 47907.
- B. The Project includes furnishing the scaffolding required for Purdue University to remove existing ceiling tile that contain asbestos, installing new ceiling tile clouds and then removal of said scaffolding.
- C. The Work consists of:
- A Uni-strut grid system installed in the attic with cables hung through the existing plaster ceiling to support new ceiling tile clouds below.
  - Design and erection of five sections of floor supported scaffolding to a height where it provides access to existing areas of asbestos containing ceiling tile that will be removed and disposed of by Purdue University. This includes areas in two upper balconies.
  - Following removal and cleanup of existing ceiling tile, new ceiling tile clouds will be installed.
  - Following installation of new ceiling tile clouds and any misc. patching work scaffolding will be removed.
  - Other misc. minor work required for ceiling tile removal and new ceiling tile clouds is also included.
- D. Close attention should be paid to the schedule included in the contract specifications for sequence of work and durations.
- E. The Project is being bid in a single phase.
- F. Autodesk
- PlanGrid (Autodesk) will be used as the document management software for this project. Contractors are expected to utilize this software for submittals, document review, punch list tasks, etc.

G. The Project is being bid in 3 Bid Packages:

- Bid Package #1 – General Trades
- Bid Package #2 – Ceiling Tile Clouds
- Bid Package #3 – Scaffolding

H. Each subprime contractor shall read all specification sections including those associated with other subprime contracts and note specific items assigned to their division of work.

### 1.3 CONTRACT DEFINITION

- A. “Prime Contracts” in the context used in this Section are separate contracts that represent significant elements of work that are performed concurrently with and in close coordination with work performed on the project under other prime contracts. The Summary of Work lists combinations of work, defined by various specification sections, as "Bid Package". Drawing or specification reference to a contractor by contract title or specification section title places the work by that contractor in the Bid Package to which his specification section is assigned.
- B. All work for the complete construction of the Project will be under multiple prime contracts with Kettelhut Construction, Inc. As the CMc, Kettelhut Construction, Inc. will manage the construction of the project. All questions concerning construction techniques, methods or scheduling shall be directed to the CMc. Questions concerning materials, details, or design issues shall be addressed to the Architect through Kettelhut Construction, Inc.
- C. Electronic copies of plans and specifications may be obtained from the office of the CMc, Kettelhut Construction, Inc. One set of Bidding Documents consists of one set of Specifications and one complete set of Drawings; and shall be made available via electronic media through the CMc. Hard copies are to be printed at the Contractor's expense.

#### Bid Submission Requirements

- Electronic Submission
  - Bidder shall submit base bid, alternates and other values on electronic bid form provided on PipelineSuite per instructions.
  - Bidder shall upload pdf bid forms, State Form 96, Trench Safety Affidavit, etc. to PipelineSuite

The CMc / Owner reserves the right to award, reject, or re-bid any particular scope of work at their sole discretion.

The CMc / Owner reserves the right to waive immaterial irregularities, omissions or other bidding requirements that do not afford a bidder a significant competitive advantage over another.

### SUMMARY OF WORK

Each bidder, by making his bid, represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. No additional costs of any type will be allowed by the failure of the bidder to avail him of the privilege of a complete and thorough onsite inspection.

- D. Definition of the extent of prime contract work – The extent of the work of each prime contract is indicated in the Contract Documents. General names and terminology on the Drawings and in the Specifications control the determination of which prime Contract includes a specific element of required work, except where no other more specific definition is contained in the Contract Documents.
1. Local custom and trade-union jurisdictional settlements do not control the scope of work in each prime Contract. When a potential jurisdictional dispute or similar potential work interruption is first identified or threatened, affected parties of the prime Contracts shall promptly negotiate a reasonable settlement which will avoid or minimize such pending interruption and its delays or losses.
  2. If it becomes necessary to refer to the Contract Documents to determine which prime Contract includes a specific element of required work, begin by referring to the prime Contracts themselves. Then, if a determination cannot be made from the prime Contracts, refer in the following order, to the General Conditions of the Contract, Section 00 70 00, followed by the other Division 1 sections and finally with the Drawings and other Sections of the Specifications. If after referring to the Contract Documents it cannot be clearly determined which prime contractor will perform a specific item of required work, then that item of work will be included as part of the prime contract for general construction work.
  3. If a specific item of work below is noted to be “included” within a Bid Package’s scope this is intended to indicate the inclusion of such item only and not to limit the associated scope of work to only that item.
- E. The building permit shall be obtained by the CMc and paid for by Owner. All other permits, licenses, deposits, etc. shall be paid by the Contractor requiring same.
1. Each Bid Package is responsible to coordinate in advance with the CMc for any inspections.
- F. The contract to be utilized between subcontractors and the CMc shall be Kettelhut Construction, Inc. standard contract form, for sub-contract work. A copy of the contract is available at the office of the CMc, and included at the end of Section 00 50 00 Contract Forms. No modifications to this subcontract agreement will be allowed and by submitting a bid, the bidder accepts all terms and conditions outlined therein.

## SUMMARY OF WORK

- G. The Owner and/or CMc shall have the right, prior to the execution of the Contract, to require the Bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner and/or CMc may prescribe and with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. If such bonds are required, the cost shall be reimbursed to the Contractor. Contractor to provide bond cost on bid form provided in documents.

The Bidder shall deliver the required bonds to the CMc not later than the date of execution of the Contract. The Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

- H. Tax Exempt Status: This project is tax exempt. Sales tax for all non-permanent materials shall be included in the bid price.

I. Work Restrictions

1. Work Restrictions, Public Streets: Comply with restrictions on construction operations.
  - a. Comply with limitations and other requirements of authorities having jurisdiction for use of public streets and parking.
2. Time Restrictions for Performing Interior and Exterior Work:
  - a. Expected hours of work for most work activities will be Monday – Friday 7:00 AM – 3:30 PM. This will be the standard work week schedule for the duration of the project and scheduling will be based on this.
  - b. Any other special time restrictions will be outlined in the individual bid package. Any modifications to listed work hours must be approved by CMc prior to starting.
  - c. Limitations may be placed on start and stop times for construction. Contractor shall coordinate with CMc during preconstruction meeting.
3. Existing Utility Interruptions: Do not interrupt utilities serving existing neighboring facilities unless permitted under the following conditions and then only after providing temporary utility services according to the requirements indicated:
  - a. Notify Owner not less than seven days in advance of proposed utility interruptions.
  - b. Obtain Owner's written permission before proceeding with utility interruptions.

4. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibrations, odors, or other disruptions to Owner occupancy with Owner.
  - a. Notify Owner not less than two days in advance of proposed disruptive operations.
  - b. Obtain Owner's written permission before proceeding with disruptive operations.
5. Tobacco use on Purdue University campus grounds is prohibited. This includes electronic vaping.
6. Employee Screening: Comply with Owner's requirements for drug screening of Contractor personnel working on Project site.
  - a. Maintain list of approved screened personnel with CMc.
7. Building Perimeter Access – The subcontractor is aware that the access around the building perimeter will be limited to those areas approved for use by the Owner.
8. CMc will provide site fencing, barricades, and entrance gates for the project. Traffic management as needed to receive deliveries or install portions of the work are the responsibility of each Contractor.

#### J. Supervision

1. The subcontractor is required to maintain full-time supervision on-site while their work is being performed (including any night or weekend work). Said Supervisor shall be a Competent Safety Supervisor with the necessary trade expertise and applicable work experience to lead the Work while having the authority to speak on behalf of the Subcontractor's company for all aspects of the Work. The Supervisor is responsible for maintaining control and supervision of all employees and sub-tier vendors, subcontractors, and suppliers. Ultimate responsibility/liability will remain with the Subcontractors. This Supervisor(s) credentials will be submitted and reviewed prior to Work commencing and must be acceptable to CMc. This person is full-time, as such no change or work that ensue shall be subject to additional time for this person.

#### K. Specifications and Drawings Coordination

1. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as

follows:

- a. Imperative mood and streamlined language are generally used in the Specifications. The words “shall”, “shall be”, or “shall comply with,” depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - b. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
2. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
3. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - a. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - b. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - c. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section number found in this Project Manual.

#### 1.4 WORK BY OWNER

The Owner will remove and dispose of all existing asbestos containing ceiling tile and adhesive. Owner will provide all required enclosures and cleanup for their operations.

Items noted NIC (Not in Contract), will be furnished and installed by Owner.

#### 1.5 OWNER SUPPLIED PRODUCTS (OFCI Items)

##### A. Owner's Responsibilities:

1. Arrange for and deliver Owner-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
2. Arrange and pay for delivery to site.
3. On delivery, inspect products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

##### B. Contractor's Responsibilities:

## SUMMARY OF WORK

1. Review Owner-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
3. Handle, store, install and finish products.
4. Repair or replace items damaged after receipt.
5. Provide in-wall blocking for OFCI or OFOI installed items
6. Provide power, data, or plumbing rough-in to location to receive OFCI or OFOI items

## 1.6 MISCELLANEOUS PROVISIONS

A. Mechanical/Electrical Requirements of General Work: Except as otherwise indicated, comply with applicable requirements of Divisions 23 and 26 for mechanical or electrical provisions respectively within units of general Divisions 3-26 work.

1. Service Connections: Refer to Divisions 23 and 26 sections for the characteristics of the mechanical and electrical services to be connected to units of general work. Provide units manufactured or fabricated for proper connection to and utilization of available services, as indicated. Except as otherwise indicated final connection of mechanical services to general work is defined as being mechanical work, and final connection of electrical services to general work is defined as electrical work. Mechanical and electrical bidders responsible for reviewing all documents for items requiring services.

## 1.7 GUARANTEE

- A. The Contractor shall guarantee performance of all contractors furnished material and equipment in accordance with the performance requirements of the specifications.
- B. If within one year after the Substantial Completion date, any part of the materials and equipment are found defective because of design, workmanship, or material, the Contractor shall, at his own expense, furnish and install acceptable replacement parts.

## 1.8 FAILURE TO MEET GUARANTEE

- A. Should any piece of equipment fail to meet the guarantees or other requirements of the contract within the time covered by the guarantee, the Owner may reject the equipment or may direct the contractor to proceed at once to make alterations or furnish new parts as may be necessary to meet the requirements. All expenses of furnishing and installing new parts or making alterations to existing parts, and other requirements of the specifications shall be borne by the Contractor. Any material or machinery not furnished by the Contractor which must be removed to give access to the apparatus furnished by the Contractor must be removed and replaced by the Contractor without cost to the Owner.

- B. If after due notice, the Contractor should refuse or persistently neglect to correct any defects, errors, omissions or any other failure of the apparatus to meet the requirements of the specifications, which might develop during the guarantee period, the Owner may proceed at his own expense to correct such defects, errors, omissions, or failure and deduct from any payments or monies due the Contractor an amount equal to the actual expense as incurred.
- C. Should tests of any equipment show that it fails to meet the guaranteed efficiencies, and should the Contractor fail within a reasonable time to modify the equipment so that it will meet the guarantees for efficiency, he shall remove it at no cost to the Owner.

#### 1.9 RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT

- A. The Owner shall have the right to operate any and all apparatus as soon as, and as long as, it is in operating condition, whether or not such apparatus has been accepted as complete and satisfactory except that this shall not be construed to permit operation of any apparatus which may be materially damaged by such operation before any required alterations or repairs have been made. All repairs or alterations required by the Contractor shall be made by the Contractor at such time as directed by the Owner. The repairs or alterations shall be made in such a manner and at such time as will cause the minimum interruption in the use of the apparatus by the Owner.

#### 1.10 FINAL EXAMINATION AND ACCEPTANCE

- A. When all the work specified under this contract has been completed and the equipment has successfully met the requirements of all factory and field tests and the test of sixty (60) days satisfactory operation, the Owner will make a thorough examination of the equipment and, if it is found to comply with the requirements of the contract, it will be accepted, and payment in accordance with the provision of the contract will be made of any unpaid amounts due the Contractor.

#### 1.11 GENERAL REQUIREMENTS

- A. Provided by all contractors as applicable:
  - Division 00 – Procurement and Contracting Requirements
  - Section 00 01 00 – Notice to Bidders
  - Section 00 01 10 – Supplementary Instructions to Bidders
  - Section 00 31 13 – Construction Schedule
  - Section 00 43 00 – Subcontractors & Products List
  - Section 00 50 00 – Contract Forms
  - Section 00 70 00 – General Conditions

#### ATTACHMENTS

Attachment A – Billing Procedure

Attachment B – Logistic Plan

Attachment C – Bid Forms – Public Works Form 96 & Affidavits

#### SUMMARY OF WORK

Attachment D – Jobsite Safety and Security Plan  
Attachment E – Startup Samples

**Division 01 – General Requirements**

Section 01 01 00 – Summary of Work  
Section 01 02 70 – Applications for Payment  
Section 01 25 00 – Substitutions  
Section 01 31 00 – Project Management and Coordination  
Section 01 31 19 – Meetings and Schedules  
Section 01 32 16 – Construction Progress Schedules  
Section 01 33 00 – Submittals  
Section 01 35 23 – Owner Safety Requirements  
Section 01 50 00 – Temporary Facilities  
Section 01 66 00 – Product Handling  
Section 01 72 29 – Cutting and Patching  
Section 01 74 00 – Cleaning  
Section 01 77 00 – Contract Close-out

- B. General Scope: Provided by all contractors unless explicitly stated otherwise in the trade specific Bid Package or Contract Documents. Each bidder shall review the General Scope as acknowledgment and agreement of said is assumed by way of bid submission.

a. Safety:

1. The Project and all individuals working onsite shall follow the guidelines and guidance/direction provided by the CDC, Purdue University, and/or CMc as such relates to monitoring, precautions and protocol to protect against COVID 19. Currently, social distancing, sanitizing, health monitoring (if you are sick, stay home) and PPE are to be implemented. PPE consists of (at a minimum) face coverings meeting standards set by CDC.
2. Subcontractor shall comply with all OSHA standards and procedures, including but not limited to, OSHA 1926.1153 Respirable Crystalline Silica, 1910.1200 Hazard Communication Safety Program and 1910.134 Respiratory Protection Safety Program.
3. Subcontractor shall enroll in and verify the work eligibility status of all newly hired employees of the Subcontractor through the E-Verify program.
4. If Subcontractor observes material that is suspected to be hazardous, stop work immediately and notify the CMc in writing. Under no circumstance disturb items that may potentially contain hazardous material.

5. The Project is tobacco-free. All employees of subcontractors will be required to comply with this requirement. This includes electronic vaping.
6. Contractors shall participate in CMc's Safety Orientation program- this will be required for all tradespersons working on-site. Orientation's shall take place the first Monday of every week, or as deemed necessary by the CMc. Safety orientation shall last for no more than 1 hour.

b. Logistics:

1. The Project will not have a man / material hoist.
2. All hoisting or equipment needed for the full execution of these contracts (lull, crane, forklifts, man lifts) are the responsibility of Contractor requiring same.

c. Deliveries / Materials Management:

1. CMc will not "accept", "sign for" or "offload" materials on behalf of contractors.
2. Major/substantial deliveries: Subcontractors shall provide 48-hours advance notice to CMc Project Superintendent. Approval from the CMc Project Superintendent is required for a minimum of 48 hours prior to any major/ substantial onsite delivery.
3. Each Bid Package is responsible for all Traffic control (i.e. flaggers) of each contractor while accepting deliveries – if required.
4. Subcontractors shall be prohibited from blocking traffic on any public streets unless required City, State and/or University approvals and permits are obtained.
5. Subcontractor shall anticipate the possibility of Saturday deliveries in order to maintain the construction schedule. There will be no additional charges for Saturday deliveries should they occur.
6. Deliveries, Drivers, Freight Company's, UPS, FEDEX etc. will be turned away by CMc at Subcontractors' expense should a representative from the Subcontractors Company be offsite at the time of delivery.
7. All delays resulting from rejection of material deliveries due to a lack of pre-planning on the Subcontractors' part (or on their supplier/tiered subcontractors' part), shall be made up at the Subcontractors expense.
8. Due to very limited onsite storage space, Subcontractor should store materials offsite as much as possible.
9. No material storage will be allowed onsite unless specifically approved by the CMc Project Superintendent. Materials stored without approval will be moved or relocated at Subcontractors'

expense.

10. On site fuel storage shall not be permitted; Subcontractor shall provide mobile maintenance/fuel trucks to service equipment. In the event of fuel spills, hydraulic fluid leaks, etc. Subcontractor shall provide all immediate cleanups per OSHA, EPA, HAZMAT and other governing regulations with regards to proper clean-up methods and legal disposal procedures.
11. Moldable materials shall not be installed or stored in the building until they can be adequately protected from water / moisture infiltration. This includes gypsum board, ceiling tiles, fabrics, wood pulp products and any products consisting primarily of paper and/or wood.

d. Housekeeping:

1. Each Bid Package is responsible for general cleanup of project site.
2. Subcontractors shall keep work areas clean.
3. All waste material shall be placed in dumpsters.
4. Clean up shall occur daily.
5. Subcontractor shall haul offsite and properly dispose of any material not handled by the waste/dumpster provider.
6. Any containers, liquids or other materials, which are not governmentally approved for general landfill disposal, shall be removed from the site and legally disposed of by the Subcontractor responsible.
7. Dumpsters for general trash and debris shall be provided by the CMc.
8. Subcontractors are to break down boxes and place all materials in the dumpsters to maximize space available.
9. Large shipping containers and skids are to be removed from the site at the expense of the Subcontractor.
10. Debris from architectural and structural demolition is to be removed from the site at the expense of the Subcontractor.
11. In addition to daily clean-up, each contractor will be required to participate in a Composite Cleanup Program once per week, for (4) hours. Participation in this program is based on the average number of workers that the Contractor has onsite that week, including all subcontractors. Each Contractor is to provide (1) Composite Cleanup representative per (5) workers, with a minimum of (1) Composite Cleanup person. Each person shall provide their own broom, sweeping compound, scoop shovel and rolling trash cart. Failure to provide these items (or persons) will result in the Construction Manager providing them on your behalf with an associated back charge for the cost of work, plus 10%.

e. General Items:

SUMMARY OF WORK

1. The work shall be performed in strict accordance with all governing national, state and local codes, and code compliance inspections.
2. Each Bid Package shall include all labor, material, insurance, taxes as applicable, equipment, and tools as necessary to complete the scope of work described herein.
3. Subcontractors shall provide their own drinking water, container (labeled with company name), ice, cups, trash receptacles, etc.
4. CMc will provide temporary toilets.
5. Music will not be permitted on-site.
6. There is no parking onsite or at CMc's office. All Subcontractor, employee, vendor, etc. parking will be offsite. Each contractor is responsible for the costs of employee offsite parking and all costs associated with said parking shall be included in their bid.
7. Subcontractor shall provide its own non-typical temporary power and shall provide task- specific lighting as needed. Basic lighting per OSHA standards will be provided by others.
8. Each Bid Package is responsible for all layout and field engineering in elevation and northing / easting to coordinate and install their work. CMc will provide site boundary points and a benchmark.
9. Subcontractor shall be responsible for making or verifying all field dimensions required for a satisfactory installation.
10. Priorities and determinations of space will vary based upon which trade has the predominant work in the area. Subcontractor acknowledges and accepts this priority. All disagreements will be determined by CMc and are final and at no cost to the Owner or CMc.
11. Time is of the essence in the execution of the work of this Agreement. Therefore, sufficient labor and materials must be provided at all times to meet the CMc's schedule. Each subcontractor shall take whatever steps necessary, including additional manpower, equipment, overtime, shift work, etc. at its' expense, to perform its' work in a timeframe and sequence to meet the schedule.
12. Each Bid Package shall accommodate out of sequence work necessitated by coordination with other trades and multiple mobilization if required per the contract schedule.
13. Each Bid Package is responsible for coordinating its works with other construction trades as needed.
14. Each Bid Package shall include and is responsible for all hoisting, rigging, scaffolding, staging and unloading including but not limited to rentals, erections, dismantling, removal from site, etc. as required for their equipment, materials, and work.
15. Operations that are louder than normal shall be coordinated with

#### SUMMARY OF WORK

- the CMc and Owner prior to the start of work. Comply with Owner's noise restrictions at all times. Any noise permit required to complete Work will be procured and paid for by the Bid Package requiring it. Cost for said are included in proposal and therefore no additional compensation for such will be made.
16. Contractor shall provide any temporary enclosures, heating, etc. to successfully perform this work per the schedule provided in the contract documents.
  17. Bid Packages have been established with the intent of clarifying the scope of the Project, and are in no way meant to limit the scope of work as defined and required by the Contract Documents. Subcontractors shall use the Bid Packages to assist with preparation of bids.
  18. Although specifications and trade scopes are all allocated to the respective Contracts, it is the responsibility of each Subcontractor to read and be familiar with all specification sections, trade scopes and plans assigned to the other Subcontractors and will be responsible for any related work called for in non-assigned specifications sections.
  19. Contract documents may not necessarily indicate all the work required for the performance or completion of work. Subcontractor shall furnish and install items required for proper completion of work without adjustments to price. Work shall be structurally sound, of quality construction and Subcontractor shall be responsible for the inclusion of adequate labor and materials to cover the proper and timely installation of the items described or implied. Subcontractor shall include labor and materials to provide a complete functional system.
  20. Each Bid Package acknowledges they are familiar with and understand all requirements set forth in the drawings, specifications, ASI's, addendums and the CMc's Bid Manual including but not limited to; general scope of work, site scope of work, trade, and individual bid package scope; further, this Bid Package acknowledges they've had sufficient opportunity to request changes, clarifications and interpretations of errors, ambiguities, omissions, and other issues contained in the Project Documents prior to submitting their bid.
  21. Subcontractor will submit by 9:00 a.m. the following workday, a daily report.
  22. Subcontractors include miscellaneous fitting, cutting and patching in conjunction with the work.
  23. Subcontractor shall be responsible for the protection of all adjoining property as it relates to their work activities and site operations. Any destruction or damage to onsite or offsite items not intended for removal shall be properly repaired or replaced to the Owner's satisfaction at the Subcontractor's expense.

## SUMMARY OF WORK

24. Contractors are responsible to repair/replace any material that is damaged by their scope of work or during the installation of their work. All replacements and repairs shall strictly adhere to the contract documents and be performed by trades qualified to do the work.
25. Any Contractor that damages fire-stopping, spray on fire-proofing or other materials integral to the proper and complete installation of another trades work or is required to maintain a fire rating or code compliance that was previously installed is responsible for the cost for the repair by the Contractor who warrants the installation.
26. Fire-stopping / fire-caulking is assigned to each Contract as applicable to the Contract's work. Further definition is found in each Bid Package and Bid Item Summary of Work. In general, each Subcontractor is responsible for fire caulking as required for components which that Subcontractor is responsible for providing. When fire caulking is required between components of different Subcontractor's responsibility and is not further defined elsewhere, then the Subcontractor installing the "last" component in a generally accepted construction sequence is responsible for fire caulking the joint created with the component installed "first."
27. Any scope of work requiring a utility shutdown must be scheduled in advance with the CMC, Purdue University Zones Maintenance, and respective Utility Company.
28. Each Bid Package shall provide miscellaneous materials integral with this scope of work, including fasteners, anchors, etc.
29. Each Bid Package is responsible for all mobilization costs required to mobilize and demobilize equipment, material, manpower etc. necessary to complete the Work regardless of when the work is scheduled or when the actual work commences or completes.
30. Core drilling shall not be permitted unless authorized in writing by the structural engineer. Any and all core drilling will follow the standard protocol assigned by the structural engineer or CMC.

f. Closeout:

1. Subcontractor shall execute punch-list work as applicable to the Subcontractor's scope of work. This includes the Subcontractor completing their own inspection and punch list of their work.
2. This Project is to be commissioned. Subcontractors whose scope of work is being commissioned or related are required to participate in the commissioning process including, but not limited to, the following:
  - a. Each Subcontractor shall participate in commissioning meetings.
  - b. Each Subcontractor shall review and comply with the

SUMMARY OF WORK

Owner's Commissioning Plan, Owner Project Requirements and Basis of Design documentation.

- c. Each Subcontractor shall complete Construction Checklists and functional performance testing procedures using Commissioning Authority (CxA) standard forms provided by the CxA.
  - d. Each Subcontractor shall participate in the performance of functional performance tests as required.
  - e. Utilize CxA software to manage documentation.
  - f. Comply with all submittal and documentation requirements.
  - g. Subcontractor shall provide record documents as described in the Contract Documents for this Work. As-built drawings and record documents shall be maintained continuously and be available for a monthly review by the CM and A/E's. They shall be provided to the CMc within 5 days from completion of the Work or sooner as deemed necessary by the CMc.
3. All Subcontractors to coordinate and schedule any Owner training of equipment supplied as part of their scope of work and in accordance with the Contract Documents.
  4. All funds remaining in Bid Allowances written into contracts must be resolved by way of deductive Contractor Change Order.
  5. All Contractors must submit their closeout Operation and Maintenance Manuals by 80% completion of their respective contracts in accordance with 01 02 70 – Applications for Payment 1.03.F.
  6. All respective Contractor guarantees and warranties will start on the Substantial Completion Date of the Complete Project. All Contractors will include costs for extended warranties for the time period of install / operation prior to the Substantial Completion of the entire project. The expected Substantial Completion date will be no later than January 2026. Note that warranties do not begin after each phase of construction is complete, only after the final phase has achieved Substantial Completion.
  7. Specific line items for both Punch Lists and Closeout Documents shall have been provided on all Contractors' Schedule of Values in accordance with 01 02 70 – Applications For Payment 1.02.G.

C. PROVIDED BY DESIGNATED CONTRACTORS –  
Refer to SECTION 01 5000 – TEMPORARY FACILITIES AND  
CONTROLS for complete details.

## 1.12 BID PACKAGES

A. The work of each of the following Contracts includes construction to complete the

work which would normally be provided within that Contract, unless specified in other Contracts, including related work indicated or described in the Contract Documents. Each bidder shall review the scopes of work for all Bid Categories and note items assigned to their scope of work and others.

- B. The following items shall be provided by the CMc or others:
1. Temporary fencing at the perimeter of the site as needed (CMc).
  2. General maintenance of traffic, including all signage, barrels, etc. at the site (CMc).
  3. All landscaping irrigation, seeding and sodding at the site (Owner).
  4. Temporary toilets (CMc).
  5. Dumpsters (CMc).
  6. Materials testing (Owner).
  7. Temporary partitions and doors (CMc).
- C. Bid Package #1 – General Trades
1. Work in this Bid Package includes, but is not limited to, all labor, materials and equipment necessary to furnish and install all of the following:
    - a. Division 0 and 1 Specifications and Attachments A-E as outlined in paragraph 1.11 above
      - Includes the following specifications:
      - Section 05 50 00 – Metal Fabrications
  2. Scope:
    - a. This Bid Package scope includes phasing requirements as shown.
    - b. This Bid Package is responsible for providing a full-time, on-site supervisor throughout the duration of construction.
    - c. It shall be the responsibility of this Bid Package to complete a final cleaning of all building surfaces to like new conditions as part of the turnover of the project. All remaining contractors shall cooperate in those efforts.
    - d. This Bid Package to furnish and install complete Uni-strut support grid in attic area including all hardware, fasteners, Uni-strut components and cables that connect to ceiling tile clouds. Drilling of existing plaster ceilings for cables is included in this Bid Package. Dust containment and cleanup from drilling process is included in this Bid Package. Ceiling tile clouds by Bid Package #2. Bid Package #1 to coordinate locations of cables and cable lengths with Bid Package #2.
    - e. This Bid Package to provide all necessary means of access to install Uni-strut support grid in attic. Walking or standing on the existing plaster ceiling is prohibited so any necessary walk stages/picks, guardrails, fall protection etc. required to reach areas that can't be reached from the existing catwalk are to be provided by this Bid Package. This Bid Package responsible for determining appropriate anchor points for fall protection

PPE including engineered calculations of existing building components as necessary.

- f. This Bid Package to thoroughly review existing attic conditions prior to submitting bid to understand locations each Uni-strut attachment detail must be used. Existing conduits, steel cross braces and other items running on top of and in between existing steel beams will dictate where Uni-strut will be installed and which attachment method must be used.

D. Bid Package #2 – Ceiling Tile Clouds

1. Work in this Bid Package includes, but is not limited to, all labor, materials and equipment necessary to furnish and install all of the following:
  - a. Division 0 and 1 Specifications and Attachments A-E as outlined in paragraph 1.11 above
    - Includes the following specifications:
    - Section 09 51 13 – Acoustical Panel Ceilings
2. Scope:
  - a. This Bid Package scope includes phasing requirements as shown.
  - b. Removal of all debris and clean-up of operations to dumpster furnished by the Construction Manager.
  - c. Rigging and hoisting of all materials for this scope of work to be by this Bid Package.
  - d. This Bid Package to furnish and install acoustical ceiling tile clouds using scaffolding provided by others.
  - e. This Bid Package to coordinate ceiling tile cloud support cable locations with Bid Package #1. This Bid Package to connect ceiling tile cloud framing to cables installed by Bid Package #1.
  - f. This Bid Package to perform plaster patching of existing ceiling as noted.

E. Bid Package #3 – Scaffolding

1. Work in this Bid Package includes, but is not limited to, all labor, materials and equipment necessary to furnish and install all of the following:
  - a. Division 0 and 1 Specifications and Attachments A-E as outlined in paragraph 1.11 above
2. Scope:
  - a. This Bid Package scope includes phasing requirements as shown.
  - b. This Bid Package to design, furnish, erect and dismantle scaffolding as indicated in the Contract Documents and as required to provide access for removal and re-installation of ceiling tile above the main auditorium seating areas including the intermediate and upper balconies. Reference Phasing Plan PH100 and 00 31 13 Construction Schedule for layout and sequence of scaffolding work. Scaffolding shall be erected in five

sections/runs. Five sections/runs will be erected sequentially one after the other until all five are in place. Enough materials must be included in bid for all five sections to be in place at the same time including balcony areas.

- c. Working surface of scaffold that workers will stand on shall be 7'-0" below existing ceiling surface
- d. OSHA compliant handrails must be provided around the entire perimeter of each scaffold section/run.
- e. Material hoist for the use of others with no less than 250 lb. capacity must be provided at stage end of each of the five scaffolding sections/runs.
- f. Submittals including drawings and stamped engineered calculations shall be submitted within 15 days of receipt of the notice to proceed.
- g. This Bid Package responsible for all hoisting and material handling required for the performance of their work.
- h. This Bid Package to review documents for allowable load ratings of existing floors and where scaffold posts/supports are allowed to be located on floors. Scaffold design must adhere to this criteria for both the main floor and balconies. Approved scaffold designs must keep removal of seats to a minimum.
- i. This Bid Package responsible for protecting existing conditions where posts/supports sit on floors and anywhere else they come in contact with scaffolding.

END OF SECTION

**01 02 70**  
**APPLICATIONS FOR PAYMENT**

SECTION 01 02 70  
APPLICATIONS FOR PAYMENT

SECTION 01 02 70 – APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section specifies administrative and procedural requirements governing Applications for Payment.
- B. Coordinate the Schedule of Values and Applications for Payment with the Construction Schedule, List of Subcontracts, and Submittal Schedule.

1.02 SCHEDULE OF VALUES

- A. Coordinate preparation of Schedule of Values with preparation of the Construction Schedule. Correlate line items in the Schedule of Values with other required administrative schedules and forms.
- B. Submit the Schedule of Values to the Architect via Construction Manager at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- C. Use the Project Manual Table of Contents and Specification Sections as a guide to establish the format for items of work listed on the Schedule of Values.
- D. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
  - 1. Generic name.
  - 2. Related Specification Section.
  - 3. Name of subcontractor.
  - 4. Name of manufacturer or fabricator.
  - 5. Name of supplier
  - 6. Change Orders (numbers) that have affected value.
  - 7. Dollar value.
  - 8. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- E. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. All scopes of work including principal subcontract amounts shall be broken down into several line items with separate costs for labor and material.
- F. Where the Work is separated into multiple phases, areas or building floors that require separately phased payments, provide sub-schedules showing the items of

work and values associated with each phase of payment. See Attachment A – Billing Procedure - Sample SOV.

- F. When applicable, if a line item for Mobilization is included in Subcontractor's Schedule of Values, a corresponding Demobilization line item in the same amount shall also be included. See Attachment A – Billing Procedure - Sample SOV.
- G. Specific line items for both Punch Lists and Closeout Documents shall be provided. Both shall be valued at 3% of the total contract value, but no more than \$50,000.00 each. Amounts on these line items are over and above retainage amounts withheld. See Attachment A – Billing Procedure - Sample SOV.
- H. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, 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.
- I. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
- J. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.

### 1.03 APPLICATIONS FOR PAYMENT

- A. General: Each Application for Payment shall be consistent with previous applications and payments. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. E-mail a "Pencil Copy AIA" to the Project Manager by the 20<sup>th</sup> of each month. The Project Manager will review and notify you of any requested revisions within 2 business days. All invoices must be into Kettelhut Construction's Accounting Department by noon on the 24<sup>th</sup> of the month. Any invoices received after this time will be considered late and cannot be processed until the following month. If the 24<sup>th</sup> falls on a Saturday, then the pay requests are due at noon on the 23<sup>rd</sup>. If the 24<sup>th</sup> falls on a Sunday, then the pay requests are due at noon on the 25<sup>th</sup>. The period covered by each Application for Payment starts the day following the end of the preceding period and ends 15 days before the date for each progress payment.

- C. Payment Application Forms: Payment forms shall be on Kettelhut Standard Invoice Form and Continuations Sheet, and shall be accompanied with a fully executed Waiver of Lien Form (supplied by Kettelhut Construction, Inc.). See Attachment A – Billing Procedure.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Change Orders Construction Change Directives issued before last day of construction period covered by application.
- E. If allowed by Owner, Contractors and Material Suppliers may invoice for materials being stored on the project site and/or offsite.
  - 1. If invoicing for materials stored on the project site, a list of all stored materials being billed for including quantity and dollar amounts on the Contractor's letterhead must be provided with the corresponding payment application. See Attachment A – Billing Procedure - Sample Bill Of Sale.
  - 2. If invoicing for materials being stored offsite, all of the following must be provided with the corresponding payment application:
    - a. A bill of sale for the materials from the manufacturer to the Contractor.
    - b. A bill of sale for the materials from the contractor to Purdue.
    - c. Certificate of Insurance for Stored Materials including the following:
      - I. Kettelhut Construction, Inc. must be named as the Certificate Holder and Owner must be named as an Additional Insured.
      - II. Kettelhut Construction, Inc. and Owner must be identified as loss payee on Certificate of Insurance.
      - III. Location of stored materials (address of facility).
      - IV. Value of stored materials (must be same as bill of sale).
    - d. Materials must be tagged and identified by the Purdue project name.
    - e. Photo documentation of materials in their stored location.
- E. Retainage will be withheld on all contracts as follows: 3% retainage (materials and labor) until the contract is completed.
- F. All Contractors must submit their closeout Operation and Maintenance Manuals by 80% completion of their respective contracts. If not submitted, Applications for Payment invoicing in excess of 80% of their respective contract amount are subject to rejection.
- G. Transmittal: Submit 1 executed copy of Application for Payment to the Construction Manager, one copy shall be complete, including waivers of lien and

#### APPLICATIONS FOR PAYMENT

similar attachments.

H. 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. Subcontractors and Products List must be approved.
2. Certified Schedule of Wages for Contractor and all Subcontractors must be approved.
3. Schedule of Values, submitted with proof of Surety approval, must be approved.
4. Contractor escrow agreement must be established.
5. Contractor's Construction Schedule (preliminary if not final).
6. Schedule of unit prices as applicable.
7. Submittal Schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principle consultants.
10. Copies of authorizations and licenses from governing authorities for performance of the Work.
11. Certificates of insurance and insurance policies.

I. Application for Payment at Substantial Completion: Following issuance of Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for owner occupancy of designated portions of the Work. Administrative actions and submittals that shall proceed or coincide with this application include:

1. Occupancy permits and similar approvals.
2. Warranties (guarantees) and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Start-up performance reports.
7. Change-over information related to Owner's occupancy, use, operation and maintenance.
8. Final Cleaning.
9. Application for reduction of retainage with Consent of Surety.
10. Advice on shifting insurance coverages.
11. Final progress photographs.
12. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

APPLICATIONS FOR PAYMENT

1. Completion of Project closeout requirements in accordance with – 01 01 00 – Summary of Work 1.11.B.f.
2. Completion of items specified for completion after Substantial Completion.
3. All funds remaining in Bid Allowances written into contracts must be resolved by way of deductive Contractor Change Order.
4. As applicable, all commissioning work must be completed and corresponding documentation submitted and approved.
5. Assurance and written documentation confirming that all unsettled claims are settled.
6. Transmittal of required project construction records to the Construction Manager.
7. Certified property survey as required.
8. Proof that taxes, fees and similar obligations have been paid.
9. Removal of temporary facilities and services.
10. Removal of surplus materials, rubbish and similar elements.
11. Purdue Physical Facility Form 86 – Contractor's Affidavit, Waiver of Lien, and Guarantee must be submitted by all Contractors and Subcontractors that work on the project. This also includes all Material Suppliers paid over \$10,000 who furnished materials on the project. This includes second tier Subcontractors and Material Suppliers working under Subcontractors contracted directly with Kettelhut Construction, Inc. Form 86's must be submitted signed, notarized and unaltered in any way by all required entities prior to Purdue University releasing retainage to Kettelhut Construction, Inc. See Attachment A – Billing Procedure for instructions on how to properly complete the Form 86.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

**01 25 00**  
**SUBSTITUTIONS**

SECTION 01 25 00  
SUBSTITUTIONS

PART 1 - GENERAL

1.1 REQUIREMENTS

- A. The products, materials, and equipment of manufacturers referred to in the Specifications and on the Drawings are intended to establish the standard of quality and design required by the Engineer. Products, materials, and equipment of manufacturers other than those specified, may be used, if equivalent and approved by the Engineer.
- B. The Engineer will be the sole judge of equivalency of proposed substitute products, materials, and equipment.
- C. If the Bidder or Contractor desires to use a substitute item, he shall make application to the Engineer in writing stating and fully identifying the proposed substitute, cost changes (if any) and submitting substantiating data, samples, brochures, etc., of item proposed. It is the Contractor's responsibility to provide sufficient evidence by tests or other means to support any request for approval of substitutions.
- D. Prior to proposing any substitute item, the Contractor shall satisfy himself that the item he proposed is, in fact, equal to that specified, that it will fit into the space allocated, that it affords comparable ease of operation, maintenance and service, that its appearance, longevity, and suitability for the climate and use are comparable to that specified, and that the substitution is in the Owner's interest.
- E. The burden of proof that a proposed substitution is equal to a specified item shall be upon the Contractor, who shall support his request with sufficient test data and other means to permit the Engineer to make a fair and equitable decision on the merits of the proposal. Any item by a manufacturer other than those cited in the Contract Documents, or of brand name or model number or of generic species other than those cited in the Contract Documents will be considered a substitution.
- F. Materials and methods proposed as substitutions for specified items shall be supported by certification of their acceptance for use by any authority, person or persons having jurisdiction over the use of specified material or method.
- G. Acceptance of substitutions shall not relieve the Contractor from responsibility for compliance with all the requirements of Contract Documents. The Contractor shall be responsible at his own expense for any changes in other parts of the work of his Contract or the work of other Contractors caused by his substitutions, including cost of all design and redesign services related thereto incurred by the Engineer and his Consultants.
- H. The Contract completion time shall not be extended by any circumstances resulting from proposed substitution, nor shall the Contractor be entitled to any compensation for any delay caused thereby or related thereto.

- I. All costs for the evaluation or proposed substitutions, whether approved or not, shall be borne by the Contractors.

## PART 2 - PRODUCTS

Not Used.

## PART 3 - EXECUTION

Not Used.

END OF SECTION

**01 31 00**  
**PROJECT MANAGEMENT AND**  
**COORDINATION**

SECTION 01 31 00  
PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. The layout of fire protection, plumbing, mechanical, and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, accessories shown on the drawings and in diagrammatic form, and all variations in alignment, elevation and details required to avoid interferences and satisfy all architectural and structural limitations are not necessarily shown.
  - 2. Actual layout of the Work shall be carried out without affecting the architectural or structural integrity and limitations of the Work and shall be performed in such sequence and manner as to avoid conflicts, provide clear access to all control points, including valves, strainers, control devices and specialty items of every nature related to such systems and equipment, obtain maximum headroom, and provide clearances as required for operation and maintenance.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's Construction Schedule.
  - 2. Preparation of the Schedule of Values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities.

- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

#### 1.4 SUBMITTALS

- A. Construction Schedule: Submit a comprehensive, horizontal bar chart or CPM construction schedule within 10 days of the Notice to Proceed.
  - 1. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

#### 1.5 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others whose presence is required, of date and time of each meeting. Notify Owner and Architect of dates and times.
  - 2. Minutes: Record and distribute the meeting minutes to everyone concerned within five days of the meeting.
- B. Preconstruction Conference: Architect/Engineer will schedule a preconstruction conference before starting construction, at a time convenient to Owner and A/E, at Project site or another convenient location.
  - 1. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing/Critical work sequencing.
    - c. Designation of responsible personnel.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for processing Applications for Payment.
    - f. Submittal procedures.
    - g. Preparation of Record Documents.
    - h. Use of the premises.
    - i. Responsibility for temporary facilities and controls.
    - j. Parking availability.
    - k. Office, work, and storage areas.
    - l. Equipment deliveries and priorities.
    - m. Security.
    - n. Progress cleaning.
    - o. Working hours.
- C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Deliveries.
    - b. Submittals and mockups.
    - c. Possible conflicts, substrate acceptability and compatibility problems.
    - d. Time and weather limitations.
    - e. Manufacturer's written recommendations.
    - f. Warranty requirements.
    - g. Space and access limitations.
    - h. Regulations of authorities having jurisdiction.
    - i. Testing and inspecting requirements and required performance results.
  3. Record significant conference discussions, agreements, and disagreements.
  4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Contractor will conduct progress meetings at bi-weekly intervals.
1. Attendees: In addition to representatives of Owner and Architect/Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Review the present and future needs of each entity present, including such items as:
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required

to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Interface requirements
- c. Time and sequences
- d. Access and Site utilization
- e. RFI's, Submittals, Change Orders
- f. Off-site fabrication problems
- g. Housekeeping
- h. Quality and Work Standards
- i. Documentation of information for payment requests
- j. Hours of work
- k. Schedule Updating: Contractor shall revise its Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule at the next meeting. The schedule baseline shall be maintained throughout the life of the project and be used to compare against the actual progress of the work.

E. Contractor Coordination Meetings: Conduct Project coordination meetings at weekly intervals and as needed for the resolution of unanticipated issues. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

- 1. Reporting: Record meeting results and distribute copies to everyone in attendance, Owner and Architect/Engineer, and others affected by decisions or actions resulting from each meeting.

## PART 2 - PRODUCTS

Not Used.

## PART 3 - EXECUTION

Not Used.

END OF SECTION

**01 31 19**  
**MEETINGS AND SCHEDULES**

SECTION 01 31 19  
MEETINGS AND SCHEDULES

PART 1 - GENERAL

1.1 PRE-CONSTRUCTION MEETING

- A. Prior to beginning the Work, the Contractor shall be required to attend a Pre-Construction Meeting with the Owner. He shall require his principal Subcontractors to attend with him. The Engineer will also attend. Notice of said meeting will originate from the Owner. This meeting shall consist of, but not be limited to, the following agenda:

1. Designation of responsible personnel.
2. Labor availability.
3. Material and equipment availability and deliveries.
4. Subcontractors and material suppliers.
5. Bid breakdown.
6. Construction scheduling information.
7. Critical work sequencing and timing.
8. Procedures for shop drawings, product data, and samples.
9. Procedures for changes in work.
10. Progress meetings, schedule and quality control.
11. Temporary facility and use of site.
12. Clean-up, safety, and security responsibilities.
13. Insurance certification.
14. Other general requirements and/or special conditions.

1.2 PROGRESS MEETINGS

- A. Contractors shall attend progress meetings as directed by the Owner. Typically, these are scheduled at least bi-weekly. The agenda would likely include discussion of procedure progress, scheduling, problems, and other matters pertaining to the Project. Contractors shall require their principal Subcontractors to attend, if requested. The Engineer may also attend. Contractor shall take notes and distribute minutes of these meetings to all attendees within 48 hours. This meeting shall typically include, but not be limited to, the following agenda:

1. RFI's.
2. PP90's.
3. Submittals.
4. Schedule review – address each activity, specifically those behind schedule and how they are going to get back on schedule.
5. Review of work performed since the last meeting and the work scheduled before the next meeting.
6. Any other items of interest.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

**01 32 16**  
**CONSTRUCTION PROGRESS**  
**SCHEDULES**

SECTION 01 32 16  
CONSTRUCTION PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. The contractor will create a construction schedule of the Critical Path Method (CPM) type to monitor the project. The contractor will be responsible for providing all information concerning the sequencing and durations of all activities as well as providing the initial CPM logic diagram. Once the initial logic diagram is accepted by Purdue University, the contractor will be responsible for maintaining and providing periodic updates.
- B. If the scope is on multiple levels of a building, each level will be broken out. The electrical, mechanical and general scope will be detailed separately.
- C. This schedule shall be the Contractor's working schedule and used to plan, organize and execute the work, record and report actual performance and progress and outlines how the Contractor plans to complete all remaining work.

1.3 SUBMITTALS

- A. Within ten (10) days after notice of award of contract, the Contractor shall submit for review and approval a framework schedule, along with a work breakdown structure and activity code breakdown structure, and a 60 day detailed schedule. The schedule will be reviewed by Purdue University and returned to the Contractor within fourteen (14) days. Receipt and review of the schedule is a requirement for issuance of the first progress payment.
- B. Within forty-five (45) days after notice of award of the contract, the Contractor shall submit for review and approval the completed schedule, incorporating the 60 day schedule. Progress payments are contingent upon approval of the completed schedule.
- C. Updates of the schedule and the Excel spreadsheet will be sent to Purdue University on the last Friday of every month. Once Red-Zone is reached, updates become required every Friday. Updates are to be delivered in electronic format. Updates are required in electronic schedule software format.

## PART 2 - PRODUCTS

### 2.1 SOFTWARE

- A. The following software packages are acceptable:
  - 1. Primavera Project Planner (P6 XER format)
  - 2. Primavera Suretrack
  - 3. Microsoft Project
- B. Owner supported activities shall be updated in Microsoft Excel format matching the spreadsheet format given to the Contractor.

## PART 3 - EXECUTION

### 3.1 NETWORK DETAILS

- A. Detailed Network Diagram: The detailed network diagram shall show all activities required to complete the project and their dependency relationships. Include intermediate milestones as necessary to track important events such as phased completion dates, permanent power, outages, owner furnished equipment delivery, etc., and all items specified in the "Other Conditions" of the contract. Each activity should have an associated activity identification, activity description, duration, early and late start and finish dates, and total float. Logic relationships may include start-to-start, start-to-finish, and finish-to-finish with lags times as required. Finish-to-start lags are not allowed. Start-to-start lags shall be no longer than ten (10) days. Each activity shall have at least one precedent and/or successor activity.
- B. Calendar: List all non-work days to include weekends and holidays. Include other days that university personnel will not be available (refer to current University Academic calendar).
- C. Required Activities: Activities to be included in the network shall be: construction activities; submittal/shop drawing preparation activities; submittal/shop drawing review activities; purchase, manufacture/fabricate, and delivery for major equipment and materials activities; critical inspection activities; utility shutdown activities; and close-out activities.
  - 1. The Contractor will be given a disk with a Microsoft Excel file containing a list of the required milestones. This list of the required milestones is attached in this Specification Section as Attachment "A". The Contractor may add to this list, but may not delete any milestones from it.
- D. Activity Detail: The activities shall meet the following criteria:
  - 1. Unique numbering system to include project number and CSI coding. Include coding for building, phase, area, sub-area, floor, contractor, subcontractor as applicable. Coordinate coding with schedule of values.

2. Whole day units.
3. Construction activities shall have a maximum duration of 15 days.
4. Resource loading in man-hours for each activity. Include proposed resource flow of subcontractors through the building.

### 3.2 UPDATING

- A. The updates will cover the project schedule and the milestones. Update will be compared to the baseline schedule (or accepted revised baseline schedule). Previous months' schedule update will not be used. Update will include as a minimum the following:
  1. Actual start/finish dates
  2. Projected remaining durations for activities in progress
  3. Logic changes to correct out-of-sequence progress only
  4. Narrative to include: reasons for changes and associated impact, progress on the critical path and critical path shifting, total float usage, average number of days activities started early/late, activities which did not start but should have, added/deleted activities.
  5. If schedule has slipped, a recovery schedule indicating the logic changes and duration changes required to recover the schedule.

### 3.3 CHANGE ORDERS

- A. If a change in scope influences the project schedule, then a revised project schedule will be submitted with the request for change in contract amount. This revised project schedule will show the change or delay on the current contract schedule completion date. This revised project schedule shall be submitted by the Contractor for review by Purdue University.

END OF SECTION

**01 33 00**  
**SUBMITTALS**

SECTION 01 33 00  
SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor shall submit all Shop Drawings, Product Data, and Samples to the Engineer at the earliest practical time and in the order of priority in which materials are required at the Project to maintain schedule. He shall submit all required information with such promptness so as to cause no delay in his work or in that of any Subcontractor.
- B. Failure to submit Shop Drawings, Product Data, and Samples in ample time to allow for proper review, approval, return, and distribution will not justify delays or extension of time for fabrication, deliveries, and installation of the Work.
- C. The Contractor shall thoroughly and accurately prepare and/or review all Shop Drawings, Product Data, and Samples for completeness and compliance with the Contract Documents before submitting them to the Engineer.
- D. Each Subcontractor shall submit his Shop Drawings, Product Data, and Samples to the Contractor. All information shall be thoroughly checked and approved by the Contractor for completeness and compliance with the Contract Documents before submission to the Engineer.

1.2 CONTRACTOR'S SUBMISSION REQUIREMENTS

- A. Time for Engineer's review:
  - 1. The Contractor shall submit a minimum of three (3), unless noted otherwise, Shop Drawings and Samples to the Engineer in ample time to allow two (2) weeks for the Engineer's review. The Owner will take an additional one (1) week to review all approved submittals.
  - 2. The Contractor shall submit Product Data electronically to the Engineer in ample time to allow two (2) weeks for the Engineer's review. The Owner will take an additional one (1) week to review all approved submittals.
- B. Transmittal Letter:
  - 1. Contractor shall accompany all submittals with a transmittal letter containing the following information:
    - a. Date.
    - b. Project Name and Project Number.
    - c. Contractor's Name and Address.
    - d. The quantity of each type of information submitted.
    - e. Specification section and description of information submitted.
    - f. Notification of any deviations from the Contract Documents.

- g. Notification of any other pertinent information such as questions, clarifications, etc.

C. Quantity Requirements.

1. All Shop Drawings shall bear the following identification and information:
  - a. Date (use same date on each sheet in set).
  - b. Project Name and Project Number.
  - c. Name of Contractor, Subcontractor, and/or Supplier.
  - d. Number sheets in a set consecutively and retain same numbering system throughout all revisions.
  - e. Revision dates.
  - f. Shop drawings shall be submitted on sheet sizes as follows:
    - 1) Minimum size: 8½"x11".
    - 2) Preferred size: 24"x36", or 30"x42".
  - g. Leave adequate clear space on each drawing for Engineer's stamp.
  - h. Reference to Specification Section, Paragraph, Details and/or Drawing Number, if applicable and practical.
  - i. Reference to applicable standards, such as ASTM or Federal Specification numbers.
  - j. Show complete and thorough identification, layout, details, and all pertinent information in order to fully describe and illustrate the Work. Show all dimensions (lengths, widths, thicknesses, clearances, etc.).
  - k. Field measurements shall be made, as required, and noted on the Shop Drawings as such.
  - l. Details and/or other information to show the relationship of materials to adjoining and/or adjacent materials and structures.
  - m. Show or note any qualifications, departure, or deviation from the requirements of the Contract Documents.
  - n. Show all additional information as may be required by the Specifications.

D. Product Data:

1. All product data shall bear the following identification:
  - a. Date of submittal.
  - b. Project Name and Project Number.
  - c. Name of Contractor, Subcontractor, and/or Supplier/Manufacturer.
  - d. Contractor's approval stamp.
2. Product Data shall include the following:
  - a. Modify drawings to delete information which is not applicable.

- b. Supplement standard information to provide additional information applicable.
- c. Clearly mark each copy to identify pertinent materials, products or models applicable.
- d. Show performance characteristics and capacities.
- e. Show dimensions and clearances required.
- f. Show wiring diagrams and controls.

### 1.3 RESUBMISSION REQUIREMENTS

- A. Shop Drawings: Revise original drawings as required and resubmit as specified for initial submission. Clearly indicate on revised drawings any changes which have been made, other than those requested by the Engineer.
- B. Product Data and Samples: Submit revised or new product data and/or new samples as required.
- C. Shop drawings marked "Furnish as Corrected" by the Engineer indicate approval to proceed with fabrication, shipment, or installation on the condition that corrections or modifications marked on the shop drawings will be incorporated into the items in question. Submittals so marked need not be resubmitted unless specifically noted.

### 1.4 ENGINEER'S RESPONSIBILITIES

- A. The Engineer shall review Shop Drawings, Product Data, and Samples, in a timely manner typically within 5 working days, for conformance with the design concept of the Project as outlined in the General Conditions.

### PART 2 - PRODUCTS

Not used.

### PART 3 - EXECUTION

Not used.

END OF SECTION

**01 35 23**  
**OWNER SAFETY REQUIREMENTS**

SECTION 01 35 23  
OWNER SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor and all its subcontractors performing work at the Project site shall, at no cost to the Owner, demonstrate commitment to workplace safety, safe work practices, and compliance with all applicable safety requirements by one or more of the following methods while working on this project and shall be participating members in one of the following programs:
  - 1. Engaged in an active consultation with IOSHA's INSafe Program for this Project;
  - 2. Establish and maintain a level of "participating" or better in the Coalition for Construction Safety (CCS) Certification Program; or
  - 3. Establish and maintain a "participating" membership status in IDOL/ICA's or IDOL/ABC's Safety Partnership Program.

1.2 SUBMITTALS

- A. Contractor will provide documentation of participation to owner prior to award of contract.
- B. Documentation of participation in a safety program shall be in such form as follows for each program:
  - 1. INSafe Program – employer's INSafe consultation confirmation for the project specifically stated in this contract. Contractor shall provide a copy of the conformation from INSafe that a consultation has been requested, copies of the conformation of the visit, and any findings by INSafe.
  - 2. Coalition for Construction Safety (CCS) – participating level will be obtained from the CCS database.
  - 3. IDOL Safety Partnership Programs – letter from the Directors of ICA/ABC attesting to the contractor's participation in the IDOL Safety Partnership Program.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

**01 50 00**  
**TEMPORARY FACILITIES AND**  
**CONTROLS**

SECTION 01 50 00  
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities as may be indicated on the Drawings and as specified herein.

1.3 DESCRIPTION

- A. Temporary Electrical Power:

- 1. Make all necessary arrangements.
- 2. Pay for setting, distributing, maintaining, and removing temporary facilities.
- 3. Owner will furnish and pay cost of power.
- 4. Portable generators shall be located in a manner so that they do not generate noise or exhaust fumes objectionable to the Owner as determined by the Owner's Project Manager.

- B. Temporary Heat and Ventilation:

- 1. Protect work and products against dampness and cold.
- 2. Provide suitable ambient temperatures for installation and curing of materials.
- 3. Provide adequate ventilation for safe working environment health regulations.

- C. Temporary Water:

- 1. Owner's existing service.
- 2. Coordinate with Owner's Project Manager for point of source.
- 3. Provide a testable Reduced Pressure backflow preventer.
  - a. Owner will test the backflow preventers before they are connected to a potable water source to ensure correct type, lead-free, and correct installation.
  - b. Contractor shall retest backflow preventers after any relocation. Testing reports shall be submitted to Project manager.

- D. Temporary Telephone:

1. General Contractor provides service of desired.
2. Subcontractors provide service they require.
3. Owner's telephone shall not be available for use, except for emergencies.

E. Sanitary Facilities:

1. Owner's existing restroom facilities are not available for use. Contractor shall furnish and maintain temporary restroom facilities throughout the duration of the project.

1.4 COSTS OF TEMPORARY UTILITIES

A. Temporary Electric Power:

1. Make all necessary arrangements.
2. Pay for setting, distributing, maintaining, and removing temporary facilities.
3. Owner will furnish and pay cost of power.

B. Temporary Heat and Ventilation:

1. Pay costs of installation, operation, maintenance, and removal.
2. Pay costs of filter replacement.
3. Contractor shall furnish and pay cost of fuels.

C. Temporary Water:

1. Pay costs for installing, maintaining, and removing pipe and equipment.
2. Water will be supplied by the Owner.
3. Owner will pay cost of initial testing of backflow preventers.
4. Pay costs for retesting of relocated backflow preventers.

D. Temporary Telephone:

1. Pay costs of installation, maintaining, and removing temporary service.
2. Pay for local telephone service.
3. Persons making toll calls pay charges.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary service to use of permanent service.

1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

1. Keep temporary services and facilities clean and neat.
2. Relocate temporary services and facilities as required by progress of the Work.

## 1.6 GENERAL PROVISIONS

A. Furnish and maintain during the construction period temporary requirements and facilities and perform temporary Work as required in the performance of this Contract. Upon completion of the Work, all temporary facilities shall be removed and the premises left clean.

B. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Owner's Project Manager. Provide materials suitable for use intended.

C. Ingress and Egress:

1. Ingress and egress to the Project construction areas shall be determined by the Owner's Project Manager.
2. Contractors shall not damage any drives, curbs, sidewalks and other site improvements that remain in place.
  - a. Materials and items which are not designated to be removed and are damaged shall be removed and replaced with new materials which match existing.
3. Such means of ingress and egress must take into account that the entrances to existing and adjacent buildings and related access ways must remain open, in operation, unobstructed and available for normal daily operations (and possible emergency exit).
4. Obtain permission from the Owner's Project Manager where necessary to drive a vehicle of any sort over a curb and gutter and onto a sidewalk and on or across a utility tunnel. Such permission will only be granted after an inspection of the areas involved is made. Any damages resulting from passage of vehicles of any sort over curbs, gutters and sidewalks shall be repaired by the contractor at his own expense. Driving of any vehicle over curbs and gutters onto sidewalks without permission will be considered to have been the cause of any flaws found and the contractor shall repair them at his expense.

D. Access to Existing Adjacent Buildings:

1. The Contractor shall caution all workmen regarding blocking of roadways, illegal parking, blocking of loading docks and blocking of existing facilities from buildings.

## TEMPORARY FACILITIES AND CONTROLS

2. Throughout the construction period, emergency vehicles routes and access to service entrances of adjacent buildings must be maintained.
  3. Coordinate any temporary shutdown of drives or entrances with the Owner.
- E. Maintaining the Use of Existing Adjacent Buildings:
1. It shall be understood that all existing adjacent buildings shall operate in a normal manner, without disruption of essential services to the satisfaction of the Owner during construction operations.
- F. Maintaining Existing Building Security
1. Secure the Project against the entrance of unauthorized persons through construction areas.
  2. Maintain proper closures at any openings required in the present exterior walls accommodate construction operations and the sequence of work.
- G. Protecting Existing Materials, Finishes and Mechanical and Electrical
1. All existing materials and finishes designated to remain shall be protected from damage by construction operations and from the elements during the entire period of construction operations. Any existing materials, finishes, mechanical and electrical installations damaged by construction operations or by the elements shall be repaired or replaced as necessary, at no cost to the Owner and to the approval of the Owner's Project Manager.
- H. Storage of Materials:
1. The Contractor shall confine storage of materials within the contract work area (or other location) as directed by the Owner's Project Manager.
  2. Contractor shall be responsible for assigning locations and space for each subcontractor's storage and staging area.
  3. Make arrangements for use of all storage areas with Owner's Project Manager.
- I. Signs: The use of signs on the project shall be as approved by the Owner's Project Manager.
- J. Demolition Dust Control: Where directed by the Owner's Project Manager, the Contractor shall utilize appropriate dust containment and barriers during demolition activities. The Owner will provide a negative air unit for the Contractor's use during demolition as directed by the Owner's Project Manager.
- K. Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts. (Plastic fence is prohibited from being used on campus.)

- L. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- M. Water: Potable

## PART 2 - PRODUCTS

### 2.1 EQUIPMENT

- A. Fire Extinguishers: Hand carried, portable, UL rated. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- B. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply.
- C. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.
- D. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- E. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
- F. Roof Harness and Tie-Off Line: Provide harness and tie-off line in accordance with Contractor's sole responsibility for conformance with OSHA requirements for construction.

### 2.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise.
- B. Site Enclosure Fence: Before construction operations begin, install chain-link enclosure fence with lockable entrance gates. Locate where indicated, or if not indicated, enclose entire Project site or portion determined sufficient to

accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.

1. Set fence posts in compacted mixture of gravel and earth.
- C. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
  - D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
  - E. Fire Protection: Until fire protection is supplied by permanent facilities, the Contractor shall install and maintain temporary fire protection to types needed to protect against predictable and controllable fire losses.
  - F. Rodent and Pest Control: Retain an exterminator or pest control company to perform extermination and control procedures so the project will be free of pests at Substantial Completion. Perform operations in a lawful manner using environmentally safe materials.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Install work in neat orderly manner, structurally sound.
- B. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- C. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations and similar activities. Provide temporary weather tight enclosure for building exterior.
- E. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

1. Construction dustproof partitions of not less than nominal 4-inch studs, 2 layers of 3-mil polyethylene sheets, inside and outside temporary enclosure and sealed to floor with tape. Overlap and tape full length of joints.
  - a. Construct a vestibule and airlock at each entrance to temporary enclosure with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
- F. Burning of trash on the site is prohibited.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage appropriate local utility company to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company recommendations.
- B. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  1. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.
  2. Obtain easements to bring temporary utilities to Project site where Owner's easements cannot be used for that purpose.
- C. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
  1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
  2. Connect temporary sewers to municipal or private system designated by Owner as directed by sewer department officials.
  3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.
  4. Provide temporary filter beds, settlement tanks, separators, and similar devices to purify effluent to levels acceptable to authorities having jurisdiction.
  5. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.
  6. Provide rubber hoses as necessary to serve Project site.
  7. As soon as water is required at each level, extend service to form a temporary water- and fire-protection standpipe. Comply with Owner's requirements, if any, for spacing and characteristics of standpipes. Provide

### TEMPORARY FACILITIES AND CONTROLS

- distribution piping. Space outlets so water can be reached with a 100-foot hose.
8. Where installations below or adjacent to an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
  9. Provide pumps to supply a minimum of 30-psi static pressure at highest point. Equip pumps with surge and storage tanks and automatic controls to supply water uniformly at reasonable pressures.
- D. Sanitary Facilities: (Only required on new buildings) Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
1. Disposable Supplies: Provide and maintain toilet tissue, paper towels, paper cups, and similar disposable materials for each facility.
  2. Toilets: Install self-contained toilet units.
  3. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
  4. Drinking-Water Facilities: Provide bottled-water, drinking-water units.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity.
1. Maintain a minimum temperature of 50 deg F in permanently enclosed portions of building for normal construction activities, and 65 deg F for finishing activities and areas where finished Work has been installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- G. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
- H. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.

1. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
  2. Provide metal conduit enclosures or boxes for wiring devices.
  3. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- J. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with public roads. Include warning signs for public traffic and "STOP" signs for entrance onto public roads. Comply with requirements of authorities having jurisdiction.
- B. Street Cleaning: Provide regular street cleaning during course of construction for public streets subject to construction dirt and debris.
- C. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.
  2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
  3. Remove snow and ice as required to minimize accumulations.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

- E. Janitorial Services: Provide janitorial services on a daily basis for temporary offices, first-aid stations, toilets, wash facilities, lunchrooms, and similar areas.
- F. Common-Use Field Office: Provide an insulated, weather tight, air-conditioned field office for use as a common facility by all personnel engaged in construction activities; of sufficient size to accommodate required office personnel and meetings of 10 persons at Project site. Keep office clean and orderly.
- G. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.
- H. Lifts and Hoists: Provide facilities for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.
- J. Site Enclosure Fence: Before construction operations begin, install chain-link enclosure fence with lockable entrance gates. Locate where indicated, or if not indicated, enclose entire Project site or portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates.
  - 1. Set fence posts in compacted mixture of gravel and earth.
- K. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- L. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
  - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
    - a. Field Offices: Class A stored-pressure water-type extinguishers.
    - b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.

- c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.
2. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
- B. Operation: Enforce strict discipline in use of temporary facilities. Limit availability to intended use to minimize abuse. Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and the elements.
- C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion without written consent of Owner.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility.
  1. Materials and facilities that constitute temporary facilities are the property of Contractor except for Project identification signs.
  2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, clean and renovate permanent facilities used during construction period.

### 3.5 REPAIR OF DAMAGED AREAS

- A. All landscaping, driveways and parking lot areas, etc., which have been occupied and/or damaged by construction operations or material storage, shall be repaired

and restored to their original condition to the approval of the Owner's Project Manager before Substantial Completion will be issued.

END OF SECTION

**01 50 00**  
**TEMPORARY FACILITIES**

SECTION 01 50 00  
TEMPORARY FACILITIES

SECTION 01 50 00 – TEMPORARY FACILITIES

PART 1 – GENERAL

1.01 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, and security and protection.
- B. Temporary utilities required and the responsible Contractor include but are not limited to:
  - 1. Water service and distribution:
    - a. Owner's existing Service
    - b. Installation and operation – Construction Manager
    - c. Cost of water used from utility only – Owner
    - d. Coordinate with the CM for point of source.
  - 2. Temporary electrical service, power distribution and lighting
    - a. Installation and operation – Construction Manager
    - b. Cost of energy used – Owner
  - 3. Telephone service – Each Contractor
- C. Temporary construction and support facilities required and the responsible Contractor include but are not limited to:
  - 1. Field offices and storage sheds – Each Contractor provides their own if space allows – Coordinate with CM
  - 2. Parking – Each Contractor
  - 3. Sanitary facilities – Construction Manager
  - 4. Drinking water – Each Contractor provides their own
  - 5. Temporary enclosures
    - a. Temporary Floor Protection – Construction Manager
    - b. Temporary Protection at Elevators – Construction Manager
    - c. Temporary Partitions – Construction Manager
  - 6. Hoists and Lifts
    - a. Utilize Building Elevators
    - b. Misc. Hoisting Equipment (cranes, forklifts etc.) required for performance of work – Each Contractor provides their own
  - 7. Temporary project identification signs and bulletin boards – Construction Manager
  - 8. Waste disposal services – Construction Manager
  - 9. Construction aids and miscellaneous services and facilities – Each Contractor
  - 10. Utility protection – Each Contractor
  - 11. Security and protection facilities – Construction Manager

- a. Temporary fire protection
  - b. Barricades, warning signs
12. Enclosure Fence – Construction Manager

- D. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section, Each Contractor is responsible for the following:
- 1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity and costs and use charges associated with each facility, except as otherwise provided for in this Section.
  - 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
  - 3. Its own field office, if pre-approved by Construction Manager and Owner.
  - 4. Its own storage and fabrication sheds, if pre-approved by Construction Manager and Owner.
  - 5. Temporary enclosures for its own construction activities.
  - 6. Staging and scaffolding for its own construction activities.
  - 7. General hoisting equipment required for its own construction activities.
  - 8. Legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
  - 9. Progress cleaning of work areas affected by its operations on a daily basis.
  - 10. Secure lockup of its own tools, materials and equipment.
  - 11. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

## 1.02 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
- 1. Building Code requirements
  - 2. Health and safety regulations
  - 3. Utility company regulations
  - 4. Police, Fire Department and Rescue Squad rules
  - 5. Environmental protection regulations
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
  2. Electrical Service – Comply with NFPA, OSHA and UL standards and regulations and all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on the performance of the Work. Provide service in compliance with National Electric Code (NFPA 70).
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

#### 1.03 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

#### 1.04 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
  2. Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility.
1. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

2. Materials and facilities that constitute temporary facilities are property of the Contractor.
3. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.
4. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period.

## PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION

### 3.01 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility to install temporary service, or connect to existing service. Where the utility provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the utility's recommendations.
  1. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  2. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
  3. Cost or use charges for temporary facilities shall be the responsibility of the Contractor unless otherwise indicated. Use charges for water and electricity consumption will be paid by Owner.
- B. Water Service – **Owner's Existing Service:**
  1. Provide water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use, including deposits and water usage/consumption.
  2. Where facilities are available on the exterior of Owner's existing building, these may be used when of adequate capacity and as coordinated.
- C. Temporary Electrical Service – **Owner's Existing Service:**

## TEMPORARY FACILITIES

1. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

D. Temporary Power Distribution – **Owner's Existing Service**:

1. Each Contractor shall provide its own extension cords and its own Ground Fault Circuit Interrupter Equipment or Receptacle if required for special equipment.
2. Contractors having power requirements other than above shall be responsible for them. Such services include but are not limited to the following:
  - a. Special power for masonry saws or mixers, floor grinders, floor sanders, etc.
  - b. Heavy duty electrical welding equipment.

E. Temporary Lighting – **Owner's Existing Service**

3.02 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

A. Field Offices:

1. The Owner, through the Construction Manager, will provide and maintain a project office for the representatives of the Architect, the Construction Manager, and the Owner for their exclusive use. This office space will also be used for progress meetings unless notified otherwise.
2. They shall be well ventilated, lighted, heated and maintained appropriately.
3. Each Contractor with a field office shall install and pay for their own telephone service and utilities required.
4. Each Contractor's Home Office must have e-mail and internet capabilities.

B. Storage and Fabrication Sheds

1. Each Contractor shall install their own storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site. The Construction Manager will approve any temporary shed and storage container prior to placement.

C. Sanitary Facilities – Construction Manager:

1. Facilities include temporary toilets and wash facilities. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
2. Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
3. Existing Facilities: Where present and permitted to be used shall be kept cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore facilities to the condition prevalent at the time of the initial use.

D. PROJECT CLEAN-UP

1. Project Clean-up and Rubbish Container:
  - a. All contractors shall provide daily clean-up and removal of rubbish/refuse/dunnage resulting from their operations.
    1. Each Contractor will be required to maintain sufficient trash carts, brooms, shovels and sweeping compound on site to keep his work areas clean.
    2. Each Contractor is required to deposit his daily waste into the dumpsters provided by the Construction Manager.
    3. If daily clean-up and rubbish removal are not performed to the satisfaction of the Construction Manager, clean-up and rubbish removal will be performed by others and all resulting costs will be deducted from the contract amount, including necessary overhead and mark-up.
    4. This also applies to all public walks, drives and streets.
  - b. In addition to daily clean-up, each contractor will be required to participate in a Composite Cleanup Program once per week, for (4) hours. Participation in this program is based on the average number of workers that the Contractor has onsite that week, including all subcontractors. Each Contractor is to provide (1) Composite Cleanup representative per (5) workers, with a minimum of (1) Composite Cleanup person. Each person shall provide their own broom, sweeping compound, scoop shovel and rolling trash cart. Failure to provide these items (or persons) will result in the Construction Manager providing them on your behalf with an associated backcharge for the cost of work, plus 10%.

- c. The Construction Manager will provide barrels for all prime Contractors general trash for every 5,000 sq. ft. of floor space. The Construction Manager will also be responsible for the removal and emptying of these barrels.
- 2. Storage Areas:
  - a. Storage areas are defined as those areas Each Contractor uses outside the building for temporary storage of materials and staging of materials and those areas within the new building as allowed by the Owner's superintendent for storage and staging.
  - b. Each Contractor will be responsible for his own area and its clean-up and disposal of the packing and crating which results from the uncrating, etc., of their respective materials.
  - c. Each Contractor shall furnish their own trash disposal service contractor for removal of his packaging, crating and related dunnage materials. Dunnage will not be allowed in the dumpster.
  - d. Should the respective Contractor fail to maintain their respective clean-up and disposal operations, the Construction Manager may elect to call in a trash disposal service to remove the materials and charge the respective Contractor accordingly.
- 3. Dumpster – Trash Service provided by the Construction Manager:
  - a. The Construction Manager shall provide a dumpster on the jobsite at all times for his use and the use of all trades for Project clean-up, but not for the disposal of packaging, crating and material disposal generated by subcontractors. This dumpster is for general trash only.
- 4. Upon completion of the work of each contract, the areas occupied by the storage of material shall be cleaned of all rubbish and the grounds left clean and approved by the Architect before Substantial Completion will be issued.
- 5. Burning of trash onsite is prohibited. All materials shall be disposed of off the site in legal manner at the Contractor's expense.
- E. Construction Aids and Miscellaneous Services and Facilities – Each Contractor:
  - 1. General: Design, construct and maintain construction aids and miscellaneous services and facilities as needed to accommodate performance of work. These include, but are not limited to the following:

#### TEMPORARY FACILITIES

- a. Ladders
    - b. Guardrails and barriers – To protect their work areas
    - c. OSHA approved guardrails/cabling around all perimeter slabs, major openings are furnished, install and removed by CMc. Such cable protection must be installed so concrete slabs can be poured prior to removal.
    - d. Walkways
  - 2. Responsibility: Construction aids and miscellaneous facilities required exclusively by one Prime Contractor are the responsibility of that Contractor.
- F. Drinking Water:
- 1. Each Contractor shall provide drinking water for all trades under their contract during the construction of the project.
- G. Dust Control – Each Contractor:
- 1. Comply with the requirements of the Air Pollution Control Board of the State of Indiana and other specified requirements.
- H. Temporary Roads and Parking – Construction Manager/Each Contractor:
- 1. Parking for Contractors' employees will be Purdue's Contractor parking lot (see map). Each Contractor is responsible for legal parking of employees when working all buildings on campus.

### 3.03 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Fire Protection:
- 1. Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers", and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations".
  - 2. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  - 3. Store combustible materials in containers in fire-safe locations.

4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
5. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

B. Permanent Fire Protection:

1. At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services and place into operation and use. Instruct key personnel on use of facilities.

C. Barricades, Warning Signs and Lights:

1. Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
2. Provide and maintain adequate approved barricades around all obstructions and excavations resulting from the work. Where those obstructions and excavations occur at any areas crossed by the public or the Owner's personnel, adequate lights shall be installed on the barricades. All entrances and/or accesses to the roadway or walks where these obstructions and excavations occur shall also be barricaded and lighted as specified above.

D. Enclosure Fence:

1. Install an enclosure fence with lockable entrance gates. Locate where indicated or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs and other animals from easily entering the site, except by the entrance gates.
2. Provide open-mesh, chain-link fencing with posts set in a compacted mixture of gravel and earth at perimeter of site and tree protection.
3. Open-mesh fencing: 11 gauge, galv., 2", chain link fabric fencing, 6' high galvanized steel pipe posts, 1½" I.D. for line posts and 2½" I.D. for corner posts. Provide top and bottom wire.
4. Provide fence at staging area and construction as shown on site plan.

TEMPORARY FACILITIES

5. Temporary fencing may need to be relocated during construction duration to facilitate project.

E. Security Enclosure and Lock-Up:

1. Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Construction Manager required to keep facility locked in non-working hours.
2. Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lock-up. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

F. Environmental Protection:

1. All Contractors to provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
2. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

G. Tree and Plant Protection – Construction Manager

1. Inspect all trees and plants scheduled to remain and submit a report and/or photographs of any damage prior to commencement of work.
2. Protective fencing shall be in place before commencement of any other work.
3. Fencing shall be new wood slat wire bound 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 7' tall.
  - a. Space posts 6' o.c. and drive 3' into the ground. Fasten fence to each post with five fasteners.
  - b. Place warning signs on tree protective fencing stating, "Do Not Store Materials Within Fence".

4. Trees to remain shall have fencing placed completely around the tree at the full spread of the branches.
5. Plants to remain shall have fencing placed completely around individual or groups of plants 1' beyond edge of plants.
6. Existing lawn and other areas to be left undisturbed shall have fencing placed where indicated or as required for protection.
7. Maintain fencing in good repair until completion of the Project unless directed otherwise by the Architect. Remove fencing when directed by the Architect.

H. Utility Protection – Each Contractor:

1. Existing utility lines and structures indicated or known shall be protected from damage during construction operations.
  - a. All Contractors to locate and flag all lines and structures before beginning excavation and other construction operations.
2. Utility lines constructed for this Project shall be protected by the contractor.
3. When utility lines and structures that are to be removed or relocated are encountered within the area of operations, notify the Architect/Engineer and Construction Manager and affected utility in ample time for the necessary measures to be taken to prevent interruption of the services.
4. Damage to existing utility lines or structures not indicated or known shall be reported immediately to the Architect and 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. If the contractor could have known of the utilities through proper location, flagging or drawing review the contractor shall pay for repairs.
5. Existing As-Built drawings may be available at the Construction Manager's field office and/or the Purdue University. Each Contractor is responsible to review prior to proceeding with work that may affect the existing utilities.

END OF SECTION

**01 66 00**  
**PRODUCT HANDLING**

SECTION 01 66 00  
PRODUCT HANDLING

PART 1 - GENERAL

1.1 DEFINITION

- A. Product Handling shall mean the complete process of delivery, handling, unloading, and storage of all materials, including equipment, tools, and supplies shipped to the Project site.

1.2 DELIVERY

- A. Deliver material, supplies, or equipment to Project site during working hours. Coordinate all deliveries with Owner.
- B. Deliveries made during other than normal working hours must be received by an authorized agent of Contractor involved or be received by other means which shall be the sole responsibility of that Contractor.
- C. The Owner will under no circumstances receive any materials/equipment for the Contractor. The Owner will refuse such deliveries, and said deliveries will be returned to the supplier with any charges resulting from such being refused the responsibility of the Contractor.
- D. Under no circumstances shall shipments be directed to, or in care of, the Owner.
- E. Each Contractor, Subcontractor, Manufacturer, or Supplier furnishing materials/equipment to the site, shall identify, ship, address, consign, etc., all such materials/equipment to the Contractor who may be charged therewith by giving the name of the Contractor, the name and address of the Project.

1.3 HANDLING AND UNLOADING

- A. Immediately upon delivery, the Contractor shall check for any damage to materials/equipment that occurred prior to, or during shipment. Damaged material/equipment shall be replaced or repaired to a "like new" condition and must be approved and/or acceptable to the Owner and/or the Engineer.
- B. Handling and/or unloading shall be performed so as to not cause any damage to materials/equipment permanently incorporated in the Work.
- C. Unload materials/equipment only where it will not interfere with the Owner's and other Contractor's operations.
- D. Owner may require that Contractor use dummy load as test for rigging of major equipment or material items.

#### 1.4 STORAGE

- A. The Contractor shall provide suitable storage facilities at the site for the proper protection and safe storage of his materials/equipment. Contractor shall provide storage at a suitable location other than at the site for materials/equipment until required for rigging. Contractor is responsible for the safe storage of the materials/equipment. Consult the Owner's representative before storing any materials/equipment.
- B. All materials/equipment delivered to the site that are permanent parts of the Work are to be considered the property of the Owner and shall not be removed without the Owner's consent. The Contractor shall remove all surplus materials upon completion of each phase of the Work and as directed by the Owner.
- C. Confine storage at the site areas permitted by laws, ordinances, permits, the Contract Documents, and/or otherwise required by the Owner. Do not unreasonably encumber the site with materials/equipment.
- D. Contractor shall obtain and pay for use of any additional storage or work areas that he requires for the satisfactory performance of his Work.
- E. Contractor shall be cautious and not load the structure with weight that might cause damage or endanger the structure. Verify construction loading limits with the Engineer prior to any loading of the structure.
- F. Contractor shall remove or relocate stored materials/ equipment that encumbers other Contractor's Work or the Owners operations.

#### 1.5 RIGGING

- A. If rigging of materials/equipment require the use of a crane, or any other major piece of rigging equipment, the Contractor shall notify the Owner seven (7) days in advance of the date of rigging. The Contractor shall coordinate the time, place, and traffic effects with the Owner in order to minimize the safety and traffic hazards created.
- B. The Contractor is responsible for any/all costs required for traffic control.

#### PART 2 - PRODUCTS

Not used.

#### PART 3 - EXECUTION

Not used.

END OF SECTION

PRODUCT HANDLING

01 66 00 - 3

**01 73 29**  
**CUTTING AND PATCHING**

SECTION 01 73 29  
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Contractor shall be responsible for all cutting, fitting and patching as required to complete the work.

1.2 PREPARATION

- A. Provide devices and methods to protect other portions of project from damage.

1.3 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide surfaces to receive installation of repairs.
- B. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- C. Restore work which has been cut or removed; install new products to provide completed work in accordance with requirements of Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Unless otherwise noted on plans, use materials of similar quality, color and finish to compliment or match existing.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare existing surfaces to receive new materials.

3.2 INSTALLATION

- A. Install materials plumb, level, flush and true to line.
- B. Finish surfaces to blend in with existing to fully finished appearance.

END OF SECTION

**01 74 00**  
**CLEANING**

SECTION 01 74 00  
CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS

- A. In general, each Contractor shall be responsible for all clean-up and cleaning of his Work.
- B. It is the specific intent of this Section to convey to the Contractor the requirements relative to clean-up and cleaning.
- C. Conduct all clean-up 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 sewers.
  - 3. Do not dispose of wastes into streams or waterways.
- D. Conduct all clean-up operations to maintain safety and hazard control.
  - 1. Store volatile wastes in covered metal containers, and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous condition.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.

1.2 CLEAN UP DURING CONSTRUCTION

- A. As a result of, or during the performance of his Work, each Contractor shall perform clean-up on a continuing basis, or as required.
- B. Perform clean-up to ensure that the building, site, and all adjacent properties are maintained free from accumulations of waste, debris, and rubbish.
- C. At reasonable intervals or as conditions require, perform site clean-up of waste and surplus materials. Maintain and clean public and private streets and roadways, as required.
- D. The Contractor shall provide at a convenient location on the project site trash container(s) of appropriate size and shall be responsible for periodic servicing of same.
- E. Each Contractor shall be responsible to collect and deposit in the trash container all waste, debris, and rubbish caused by his operations, on a daily basis. Each Contractor shall collect daily and remove from the job site any liquid or solid waste requiring special handling for disposal.
- F. Perform clean-up without causing damage to the Work. Schedule clean-up so that dust, etc., will not fall on wet, newly painted surfaces.

- G. At completion of Work, remove all waste materials, debris, rubbish, tools, equipment, and surplus materials and supplies from the project.

### 1.3 FINAL CLEANING

- A. As a result of, and following the performance of his Work, each Contractor shall perform cleaning of his finished Work, in the preparation for Punch Lists, inspections, substantial completion, and/or occupancy by the Owner.
- B. Use experienced workmen or professional cleaners for final cleaning.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials incurred as a result of the Work, from sight-exposed interior and exterior finished surfaces.
- D. Repair, replace, patch, and touch-up marred surfaces to specified finish to match the finish of the product. No razor blades shall be used on any glass surface.
- E. Remove all foreign materials from roofs.
- F. Broom clean concrete surfaces soiled as a result of this work.
- G. Clean all equipment, and other products and materials, as normally required and acceptable.
- H. Following the substantial completion and final cleaning of the Work by the Contractor, should additional cleaning be required as determined by the Owner, the Contractor responsible for such additional cleaning shall bear the costs thereof.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Use only cleaning materials recommended by the manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

END OF SECTION

**01 77 00**  
**CONTRACT CLOSE-OUT**

SECTION 01 77 00  
CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
  - 1. Inspection procedures for Substantial Completion and Final Completion.
  - 2. Project record document submittal.
  - 3. Operating and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
  - 6. Post Construction Review Meeting.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 45.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting an inspection for certification of Substantial Completion (for either entire Work or portions thereof), complete the following. List exceptions in the request.
  - 1. Submit written notice that the project is substantially complete to the Architect and Owner. Provide a list of items not yet in conformance with the contract documents which require attention.
  - 2. Submit one (1) electronic copy of the Operation and Maintenance Manuals to the Architect through Procore.
  - 3. Submit Record Drawings to the Architect through Procore. If only a portion of the work is substantially complete, submit a copy of the Record Drawings covering the completed work.
  - 4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents to the Architect.
  - 5. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; operating certificates, and similar releases.
  - 6. Deliver tools, spare parts, extra stock, and similar items with appropriate transmittal to the Owner.
  - 7. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tolls, mock-ups, and similar elements.
  - 8. Complete final clean up requirements, including touch-up painting.
- B. Inspection Procedures: Upon receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor on unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following

inspection, or the Architect will 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 has been substantially completed.
2. Results of the completed inspection will form the basis of requirements for final completion.

C. Issuance of Certificate:

1. Upon a satisfactory inspection and Contractor completion of the items of substantial completion, the Architect will issue Certificate of Substantial Completion and forward to Contractor.

### 1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for the certification of final Completion and final billing, complete the following. List exceptions in the request.

1. Submit "Consent of Surety to Final Payment." This consent shall be completed by the Surety and mailed to the University.
2. Submit final billing request with final releases and supporting documentation not previously submitted or accepted to Owner.
3. Submit a signed copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for completion to the Architect.
4. Deliver tools, spare parts, extra stock of materials, and similar physical items to the Owner.
5. Return loaned construction keys to Purdue University Lock Shop, and advise Owner's personnel of change-over in security provisions.
6. Complete start-up testing of systems, and instruction of Owner's Operating/maintenance personnel. Discontinue or change-over and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.
7. Complete final cleaning requirements, including touch-up of marred surfaces. Touch-up, repair, and restore marred exposed finishes.

B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

1. Upon completion of reinspection, the Architect will prepare a certificate of final completion, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final completion.
2. If necessary, reinspection will be repeated.

#### 1.4 REINSPECTION FEES

- A. Should the Architect be required to perform reinspections due to failure of the work to comply with the status of completion claimed by the Contractor, Owner will:
  - 1. Compensate the Architect for such additional or "extra" services; and
  - 2. Deduct the amount of such compensation from the final payment to the Contractor.

#### 1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure location; provide access to record documents for the Architect's reference during normal working hours.
- B. The Contractor shall update the Record Documents regularly, and in no event less than once per week. As part of the weekly project meeting, the Contractor shall inform the Project Manager of the status of the updating of Record Documents and, if requested by the Project Manager or Architect, demonstrate that the Record Documents have been recently updated to show current conditions. Failure on the part of the Contractor to update the Record Documents as provided herein shall be cause for withholding a portion of monthly payment until such failure is corrected.
- C. Do not permanently conceal any work until required information has been recorded.
- D. Record Drawings: Maintain a clean, undamaged set of blue or black line prints of Contract Drawings, Shop Drawings, and Coordination Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is the most capable of showing conditions fully and accurately; where Shop Drawings or Coordination Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Submit record drawings at Substantial Completion to the Architect.
  - 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
  - 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings, Shop Drawings, or Coordination Drawings.
  - 3. Note related Request for Information (RFI) numbers and Change Order numbers where applicable.
  - 4. Keep accurate measurements of underground services and utilities referenced to the building or other permanent construction.
  - 5. Note changes of directions and locations, by dimensions and elevations, as utilities are actually installed. Show mechanical dampers, valves, reheat boxes, cleanouts, and other items that require maintenance.
  - 6. Show location of construction-concealed internal utilities and appurtenances referenced to visible and accessible features of the structure.

7. Record accurate locations of piping, valves, traps, dampers, duct work, equipment, and the like.
  8. Indicate field changes of dimension and detail.
  9. "X-out" and appropriately annotate "not constructed" - whichever condition most clearly conveys the actual "as constructed" condition.
  10. Show addenda items.
  11. Organize record drawing sheets into bound manageable sets
  12. Every page needs a red stamp or label on the lower right hand corner near the title block stating "AS-BUILTS"
- E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, read with continued use and reference. Submit to the Architect.

## 1.6 OPERATING AND MAINTENANCE MANUALS

- A. Renovations - Provide one (1) electronic copy through Procore. New Buildings – Provide one (1) electronic copy through Procore and two (2) original hard copies of Maintenance Manual(s). Deliver the preliminary manual to the Architect for review prior to Substantial Completion or starting of major equipment, whichever is sooner. The preliminary copy shall comply with all of these requirements except the covers (although the intended layout for same shall be provided). Deliver final manuals and PDF files to Architect for final review. Architect to forward final sets prior to final completion to Owner.
- B. General Construction Work:
1. All materials and equipment will be listed by corresponding specification section.
  2. Final paint and color schedule, manufacturer of paint used, number, location, matching Sherwin Williams paint formula or number; final carpet selection and color, locations; final plastic laminate selections and color, locations; and all other finishes. Recommended maintenance and cleaning procedures for all exposed interior and exterior materials.
  3. Copies of Warranties and Guaranties, with names of servicing agencies.
    - a. All executed certificates, warranties, bonds, and any required service and maintenance contracts from the respective manufacturers, suppliers, and subcontractors.
    - b. Provide complete information for each of the following:
      - 1) Product or work item;
      - 2) Firm, with name of principal, address, and telephone number;

- 3) Scope;
  - 4) Substantial Completion Letter;
  - 5) Date of beginning of warranty or service and maintenance contract (unless approved otherwise, the warranty begins on the date of Substantial Completion);
  - 6) Duration of warranty or service maintenance contract;
  - 7) Proper procedure in case of failure;
  - 8) Insurances which might affect validity of warranty or bond;
  - 9) Contractor's name or responsible principal, address, and telephone number.
4. Emergency Instructions.
  5. Spare parts list.
  6. Recommended "turn around" cycles of equipment, maintenance, and surface treatments or finishes.
  7. Shop drawings and product data of actual installed items.
  8. Original warranties – to be submitted under separate cover.
  9. General custodial cleaning instructions for interior finish materials utilized.
- C. Work of Divisions 21, 22, & 23 (Mechanical) and Divisions 25, 26, 27, & 28 (Electrical):
1. Copies of approved equipment submittals including equipment manufacturer, make, model number, size, unique equipment ID, serial number, installed location, etc.
  2. Supplier's name, address, phone, and reference order numbers.
  3. Equipment nameplate and data of major items.
  4. Description of system configuration and operation including component identification and interrelations. A master control schematic drawing(s) will normally be required for this purpose.
  5. Dimensional and performance data for specific unit provided. Extraneous catalog data must be eliminated.
  6. Manufacturers' recommended operation instructions as appropriate.
  7. Manufacturers' recommended lubrication and servicing data.
  8. Complete parts list including recording information, recommended spares, and anticipated useful life.
  9. Fan and pump curves.
  10. Fixture lamping schedule.
  11. Wiring diagrams.
  12. Inspection Procedures.
  13. Recommended "tum around" cycles of all equipment and maintenance.
  14. Single-Line Diagrams, Flow Diagrams of systems.
  15. Final Testing and Balancing Report – to be submitted under separate cover.
  16. As-built sequences of operations, control drawings, and original set points.
  17. Recommended schedule of calibrating sensors and actuators.
- D. Binders:

1. Copies shall be properly indexed and three-hole punched in locking three-ring binders. Provide pocket folders for folded sheet information.
2. Imprint covers with "OPERATING AND MAINTENANCE MANUAL," "PROJECT TITLE," "Purdue University," Prime Architect/Engineer, and Prime General Contractor, and year of completion.
3. Imprint the back edge with "OPERATING AND MAINTENANCE MANUAL," "PROJECT TITLE," and the year of completion.
4. Each copy shall have a type written index and tabbed dividers between categories or sections.
5. Each copy or volume of manual shall not exceed 3-1/2 inch width when three inch binders are used. Label volumes successively by volume # (Ex. Vol. 1 of 3).
6. Each Volume will contain a Table of Contents and Tabs 1-3 noted below.
7. These manuals shall contain all the information needed to operate and maintain all systems and equipment provided in the project. Present and arrange logically for efficient use by the Owner's operating personnel As a minimum the information provided shall include the following:
  - a. Table of Contents
  - b. Tab 1 – Substantial Completion Letter
  - c. Tab 2 – Contact list and corresponding scope of work containing phone, fax, email, and address of the prime contractor, subcontractors, and major manufacturers.
  - d. Tab 3 – Prime contractor's 1 yr. standard warranty on labor and material.
  - e. Remaining tabs contain CSI Divisions 2-45.

#### 1.7 CORRECTION OF WORK DURING GUARANTEE PERIOD

- A. Corrections: Where items on the Architect's "Punch List" have not been corrected prior to expiration of the specified guarantee period, it shall nevertheless be the responsibility of the Contractor to permanently correct said items after the specified guarantee period, and the contract corrections are made.
- B. Guarantee Period: All corrective work performed by the Contractor, in remedying defective work during the guarantee period following the Owner's acceptance of the project, shall be subject to the same guarantee requirements of the original work for a period as specified from the date of completion of the corrective work.

#### PART 2 - PRODUCTS

Not used.

## PART 3 - EXECUTION

### 3.1 SYSTEMS DEMONSTRATIONS

#### A. Operating and Maintenance Instructions:

1. After substantial completion and prior to final inspection or full acceptance of the Project, Contractor shall provide qualified personnel for conducting full operation and maintenance training and instructions in the operation, adjustment and maintenance of all operating equipment and systems to Owner's designated personnel; include all general, mechanical and electrical operating systems and equipment.
2. Except as otherwise specified, arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures.
3. If installers are not experienced in procedures (in the opinion of the Architect; submit list of experience for each instructor), provide instruction by manufacturer's representatives.

#### B. Use operating and maintenance manuals as the basis for instruction. Review contents of Manual with personnel in full detail to explain all aspect of operations and maintenance to include but not limited to:

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.

#### C. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up.
2. Shut down.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.

7. Effective energy utilization.
- D. For additional requirements for operations instruction, see respective Specification Sections.

### 3.2 FINAL CLEANING

- A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
  1. Remove labels that are not permanent labels.
  2. Do not use razor blades to clean any glazing or mirrors.
  3. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
  4. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  6. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
  7. Leave spaces clean enough so that routine "Daily" maintenance will make them ready for occupancy.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
  1. Remove waste materials from the site and dispose of in a lawful manner.
  2. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

### 3.3 POST CONSTRUCTION REVIEW MEETING

- A. This will be a final analysis by the Project Team of the overall Project from Design to Post-Construction. Participants will include but not limited to: Project Manager, Architect/Engineer, General Contractor and prime subcontractors, PM&C Clerical Staff and University Clients.
- B. Items to be discussed include but not limited to the following:
  - 1. Project Communication and Processes
  - 2. Quality of Meetings
  - 3. Customer Satisfaction
  - 4. Product / Service Acceptance
  - 5. Project on Time
  - 6. Project within Budget
  - 7. Architect/ Engineer, Contractor Interactions
  - 8. Management

END OF SECTION

**05 50 00**  
**METAL FABRICATIONS**

SECTION 05 50 00  
METAL FABRICATIONS

PART 1 - GENERAL

1. SUMMARY

- a. Section Includes:
  - 1) Miscellaneous framing and supports.

2. COORDINATION

- a. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written instructions to ensure that shop primers and topcoats are compatible with one another.
- b. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

3. ACTION SUBMITTALS

- a. Product Data: For the following:
  - 1) Slotted channel framing.
- b. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items. Provide Shop Drawings for the following:
  - 1) Miscellaneous framing and supports for applications where framing and supports are not specified in other Sections.

4. INFORMATIONAL SUBMITTALS

- a. Certificates:

5. FIELD CONDITIONS

- a. Field Measurements: Verify actual locations of existing framing ductwork, conduit, piping and other construction contiguous with metal fabrications by field measurements before fabrication.

## PART 2 - PRODUCTS

### 1. METALS

- a. Metal Surfaces, General: Provide materials with smooth, flat surfaces unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.
- b. Slotted Channel Framing: Cold-formed metal box channels (struts) complying with MFMA-4.
  - 1) Size of Channels: As indicated.
  - 2) Galvanized Steel: ASTM A653/A653M, structural steel, Grade 33 (Grade 230), with G90 (Z275) coating; 0.108-inch (2.8-mm) nominal thickness.

### 2. FASTENERS

- a. General: Unless otherwise indicated, provide zinc-plated fasteners with coating complying with ASTM B633 or ASTM F1941/F1941M, Class Fe/Zn 5. Select fasteners for type, grade, and class required.
- b. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A307, Grade A (ISO 898-1, Property Class 4.6); with hex nuts, ASTM A563 (ASTM A563M); and, where indicated, flat washers.
- c. Slotted-Channel Inserts: Cold-formed, hot-dip galvanized-steel box channels (struts) complying with MFMA-4, 1-5/8 by 7/8 inches (41 by 22 mm) by length indicated with anchor straps or studs not less than 3 inches (75 mm) long at not more than 8 inches (200 mm) o.c. Provide with temporary filler and tee-head bolts, complete with washers and nuts, all zinc-plated to comply with ASTM B633, Class Fe/Zn 5, as needed for fastening to inserts.

### 3. FABRICATION, GENERAL

- a. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- b. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- c. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

- d. Form exposed work with accurate angles and surfaces and straight edges.
- e. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) fasteners unless otherwise indicated. Locate joints where least conspicuous.
- f. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- g. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- h. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

#### 4. MISCELLANEOUS FRAMING AND SUPPORTS

- a. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
- b. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
  - 1) Fabricate units from slotted channel framing where indicated.

### PART 3 - EXECUTION

#### 1. INSTALLATION, GENERAL

- a. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- b. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- c. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag screws, wood screws, and other connectors.

2. INSTALLATION OF MISCELLANEOUS FRAMING AND SUPPORTS

- a. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

END OF SECTION

**09 51 13**  
**ACOUSTICAL PANEL CEILINGS**

SECTION 09 51 13  
ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1. RELATED DOCUMENTS

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

2. SUMMARY

- a. Section includes acoustical panels and exposed suspension systems for interior ceilings.
- b. Related Requirements:

3. ACTION SUBMITTALS

- a. Product Data: For each type of product.
- b. Samples: For each exposed product and for each color and texture specified, 6 inches (150 mm) in size.
- c. Samples for Verification: For each component indicated and for each exposed finish required, prepared on Samples of sizes indicated below:
  - 1) Acoustical Panels: Set of 6-inch- (150-mm-) square Samples of each type, color, pattern, and texture.
  - 2) Exposed Suspension-System Members, Moldings, and Trim: Set of 6-inch- (150-mm-) long Samples of each type, finish, and color.

4. INFORMATIONAL SUBMITTALS

- a. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
  - 1) Ceiling suspension-system members.
  - 2) Structural members to which suspension systems will be attached.
  - 3) Method of attaching hangers to building structure.
  - 4) Carrying channels or other supplemental support for hanger-wire attachment where conditions do not permit installation of hanger wires at required spacing.
  - 5) Size and location of initial access modules for acoustical panels.
  - 6) Items penetrating finished ceiling and ceiling-mounted items including the following:
    - a) Lighting fixtures.

- b) Diffusers.
  - c) Grilles.
  - d) Speakers.
  - e) Sprinklers.
  - f) Access panels.
- 7) Show operation of hinged and sliding components covered by or adjacent to acoustical panels.
- 8) Minimum Drawing Scale: 1/8 inch = 1 foot (1:96).
- b. Field quality-control reports.

## 5. CLOSEOUT SUBMITTALS

- a. Maintenance Data: For finishes to include in maintenance manuals.

## 6. MAINTENANCE MATERIAL SUBMITTALS

- a. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1) Acoustical Ceiling Units: Full-size panels equal to 2 percent of quantity installed.
  - 2) Suspension-System Components: Quantity of each exposed component equal to 2 percent of quantity installed.

## 7. QUALITY ASSURANCE

- a. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.
  - 1) Build mockup of typical ceiling area as shown on Drawings.
  - 2) Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3) Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 8. DELIVERY, STORAGE, AND HANDLING

- a. Deliver acoustical panels, suspension-system components, and accessories to Project site and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.

- b. Before installing acoustical panels, permit them to reach room temperature and a stabilized moisture content.

## PART 2 - PRODUCTS

### 1. MANUFACTURERS

- a. Source Limitations: Obtain each type of acoustic ceiling panel and its supporting suspension system from single source from single manufacturer.

### 2. ACOUSTICAL PANELS

- a. Manufacturers:
  - 1) Basis of Design: Calla Vector; Armstrong Ceilings
  - 2) Mars High-NRC; USG
- b. Acoustical Panel Standard: Provide manufacturer's standard panels according to ASTM E1264 and designated by type, form, pattern, acoustic rating, and light reflectance unless otherwise indicated.
- c. Color: As selected by Owner from manufacturer's standard colors catalog.
- d. Light Reflectance (LR): Not less than 0.80.
- e. Ceiling Attenuation Class (CAC): Not less than 30.
- f. Noise Reduction Coefficient (NRC): Not less than 0.75.
- g. Articulation Class (AC): Not less than 170.
- h. Edge/Joint Detail: Narrow, kerfed reveal to create a monolithic appearance.
- i. Thickness: 1 inch.
- j. Modular Size: 24 by 24 inches (610 by 610 mm).
- k. Antimicrobial Treatment: Manufacturer's standard broad spectrum, antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D3273, ASTM D3274, or ASTM G21 and evaluated according to ASTM D3274 or ASTM G21.

### 3. METAL SUSPENSION SYSTEM

- a. Manufacturers:

- 1) Prelude XL; Armstrong Ceilings
  - 2) Donn Brand DX/DXL Concealed Acoustical Suspension System; USG
- b. Metal Suspension-System Standard: Provide manufacturer's standard, direct-hung, metal suspension system and accessories according to ASTM C635/C635M and designated by type, structural classification, and finish indicated.
- 1) Exposed finish face color to be selected by Owner from the manufacturer's standard colors catalog.

#### 4. ACCESSORIES

- a. Attachment Devices: Size for five times the design load indicated in ASTM C635/C635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
- b. Wire Hangers, Braces, and Ties: Provide wires as follows:
- 1) Zinc-Coated, Carbon-Steel Wire: ASTM A641/A641M, Class 1 zinc coating, soft temper.
  - 2) Stainless-Steel Wire: ASTM A580/A580M, Type 304, nonmagnetic.
  - 3) Nickel-Copper-Alloy Wire: ASTM B164, nickel-copper-alloy UNS No. N04400.
  - 4) Size: Wire diameter sufficient for its stress at three times hanger design load (ASTM C635/C635M, Table 1, "Direct Hung") will be less than yield stress of wire, but not less than 0.106-inch- (2.69-mm-) diameter wire.
  - 5) Cable Fastener: No. 1 Gripple Fastener as basis of design
- c. Hanger Rods: Mild steel, zinc coated or protected with rust-inhibitive paint.
- d. Flat Hangers: Mild steel, zinc coated or protected with rust-inhibitive paint.
- e. Angle Hangers: Angles with legs not less than 7/8 inch (22 mm) wide; formed with 0.04-inch- (1-mm-) thick, galvanized-steel sheet complying with ASTM A653/A653M, G90 (Z275) coating designation; with bolted connections and 5/16-inch- (8-mm-) diameter bolts.
- f. Close-Mount Attachment Clip: Where clearance for hanger wire is inadequate, provide manufacturer's standard system, including fastener requirements.

#### 5. METAL EDGE MOLDINGS AND TRIM

- a. Manufacturers:
- 1) Axiom Vector Trim; Armstrong Ceilings
  - 2) COMPÄSSO Elite; USG
- b. Extruded-Aluminum Edge Moldings and Trim: Where indicated, provide manufacturer's extruded-aluminum edge moldings and trim of profile indicated or referenced by

manufacturer's designations, including splice plates, corner pieces, and attachment and other clips, complying with seismic design requirements.

- 1) Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm or thicker.
- 2) Baked-Enamel or Powder-Coat Finish: Minimum dry film thickness of 1.5 mils (0.04 mm). Comply with ASTM C635/C635M and coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.

## PART 3 - EXECUTION

### 1. EXAMINATION

- a. Examine substrates, areas, and conditions, including structural framing to which acoustic panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions affecting performance of acoustical panel ceilings.
- b. Examine acoustic panels before installation. Reject acoustic panels that are wet, moisture damaged, or mold damaged.
- c. Proceed with installation only after unsatisfactory conditions have been corrected.

### 2. PREPARATION

- a. Measure each ceiling area and establish layout of acoustic panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders unless otherwise indicated, and comply with layout shown on reflected ceiling plans.
- b. Layout openings for penetrations centered on the penetrating items.

### 3. INSTALLATION

- a. Install acoustic panel ceilings according to ASTM C636/C636M and manufacturer's written instructions.
- b. Suspend ceiling hangers from building's structural members and as follows:
  - 1) Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structure or of ceiling suspension system.
  - 2) Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.

- 3) Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly to structure or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
  - 4) Secure flat, angle, channel, and rod hangers to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices that are secure and appropriate for both the structure to which hangers are attached and the type of hanger involved. Install hangers in a manner that will not cause them to deteriorate or fail due to age, corrosion, or elevated temperatures.
  - 5) When steel framing does not permit installation of hanger wires at spacing required, install carrying channels or other supplemental support for attachment of hanger wires.
  - 6) Space hangers not more than 48 inches (1200 mm) o.c. along each member supported directly from hangers unless otherwise indicated; provide hangers not more than 8 inches (200 mm) from ends of each member.
  - 7) Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced standards.
- c. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
- 1) Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
  - 2) Screw attach moldings to substrate at intervals not more than 16 inches (400 mm) o.c. and not more than 3 inches (75 mm) from ends. Miter corners accurately and connect securely.
  - 3) Do not use exposed fasteners, including pop rivets, on moldings and trim.
- d. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
- e. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide precise fit.
- 1) Arrange directionally patterned acoustical panels as follows:
    - a) As indicated on reflected ceiling plans.
  - 2) For reveal-edged panels on suspension-system runners, install panels with bottom of reveal in firm contact with top surface of runner flanges.
  - 3) For reveal-edged panels on suspension-system members with box-shaped flanges, install panels with reveal surfaces in firm contact with suspension-system surfaces and panel faces flush with bottom face of runners.
  - 4) Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.

4. ERECTION TOLERANCES

- a. Suspended Ceilings: Install main and cross runners level to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m), non-cumulative.
- b. Moldings and Trim: Install moldings and trim to substrate and level with ceiling suspension system to a tolerance of 1/8 inch in 12 feet (3 mm in 3.6 m), non-cumulative.

5. CLEANING

- a. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage.
- b. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION