



*Riverfront Phase IIB
Fort Wayne, IN*

ADDENDUM #3

October 21, 2024



NAME OF PROJECT

**Riverfront Phase IIB
Fort Wayne, IN**

ADDENDUM #3

This addendum is issued as a supplement to the plans and specifications and shall be considered an essential part of the same.

Item A3 – 1: Bid Items: 011100, Bid Item #1 – Demolition/Excavation/Site Work/Asphalt Paving
Under #28, add item a.: – “Bid Item #1 shall be specifically responsible to furnish and install Details #7/C603 & #3/C604 at all locations shown on the project plans.”

Item A3 – 2: Bid Items: 011100, Bid Item #6 – Site Concrete
Under #8b., add item iii.: – “Inc. All cheek walls/foundations at all stair locations (see detail #4/L695).”

Item A3 – 3: Bid Items: 011100, Bid Item #6 – Site Concrete
Under #8f., add item ii.: – “NOTE: Bid Item #1 shall be specifically responsible for Details #7/C603 & #3/C604 at all locations shown on the project plans.”

Item A3 – 4: Bid Items: 011100, Bid Item #7 – Structural Steel
Replace Item #3 with: – “Bid Item #7 shall be responsible for calling, paying for, and coordinating all underground utility locates, both public and private, as required for Bid Item #7’s scope of work.”

Item A3 – 5: Bid Items: 011100, Bid Item #7 – Structural Steel
Replace Item #13 with: – “Bid Item #7 shall be responsible to furnish and install all sluice gates (Bid Item #6 shall install the reinforced concrete foundations). Work to include all sluice gate support steel components and sluice gate grating/mesh panels. Reference R1 on sheet L200, details on sheets L624-L629, and the W300 series drawings. The work includes all the components required for a complete system per the contract documents. Bid Item #7 is responsible to furnish engineered stamped drawings with calculations for review by the design team. This shall include all engineering as required for the concrete foundations/reinforcement requirements, to be given to Bid Item #6 during construction. NOTE: All decorative aluminum screens are to be Bid Item #10.”

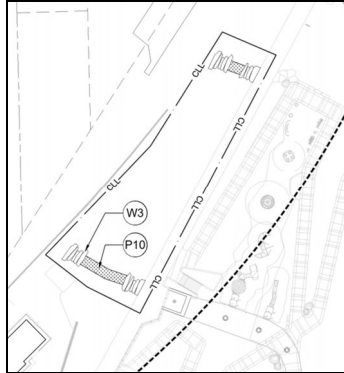
Item A3 – 6: Bid Items: 011100, Bid Item #8 – General Trades
Under #21, add item f.: – “All precast concrete seatwalls.”

Item A3 – 7: Bidding Questions & Answers:
See attached RFI log that includes addendum #1’s & #2’s questions/answers as well as all of the new Addendum #3 questions/answers.
➤ NOTE: The Final version of this RFI log will be attached to each awarded bidders contract and shall be considered part of each awarded bidders scope of work. Please reference all questions and answers thoroughly.



Item A3 – 8: General Notes:

- 1) The scope of work shown on sheet L230, located at the existing promenade park area, shall be included as PART OF BASE BID, **not** part of the Wells St. Alternate. See screenshot below for scope of work referenced:



- 2) The Electrical allowance for fixtures “L01” & “L01B” were backwards. The Allowance for fixture “L01” should be \$3,795/EA and the allowance for “L01B” should be \$6,175/EA.
- 3) Sections 000110 “Table of Contents” and 007339 Minority Business Enterprise Requirements have been updated/added to the front end specifications (in response to RFI log item #81).
- 4) Section 005200 “Agreement (& Subcontract Work Order, A1, & A2 Exhibits)” has been reissued to include the Exhibit A2 referenced in the front end documents. See updated section attached.

Item A3 – 9: Land Collective Landscape, Mechanical, Civil, Structural, & Electrical Items

See attached additional information for RFI questions/answers/misc. documents, updated/added specifications, and drawing sheet updates from Land Collective’s design team.

RFI Log

Project Name	Riverfront Phase 2B
Project Address	North Side of the St. Mary's River Between Ewing St. and South Clinton, Fort Wayne, IN 46802
Architect	Land Collective
Construction Manager	Hagerman

Addendum 1	10/9/2024
Addendum 2	10/18/2024
Addendum 3	10/22/2024
Bid Date	10/25/2024

RFI #	Status	Description of Request	Received By	Responsible Party	Date Received	Response Date	Response
		Addendum 1 Start					
001	Complete	Does this project require AISC-CSE certification for the steel package?	Hagerman	A/E Team	9/30/2024	10/9/2024	This spec has been modified via addendum #1. Certification is no longer required.
002	Complete	Bid Item 8 Item 15 for general trades asks to submit concrete mix designs for all types of concrete. What concrete is Bid item 8 is responsible for?	Hagerman	Hagerman	9/30/2024	10/9/2024	This was left over from when there was concrete in bid item #8. This line item can be removed.
003	Complete	Sheet E204 fixture tpe L09 need a mounting detail. Phase 1 this fixture had a concrete base & CPM78C BL Pedestal Mount	Hagerman	A/E Team	10/3/2024	10/9/2024	Concrete base shall be provided for L09 Fixtures. See "UPLIGHT FIXTURE FOUNDATION SKETCH" and Pedestal Mount Cutsheet (attached).
004	Complete	Sheet E204 L04 Fixtures need to know where power supplies are to be mounted.	Hagerman	A/E Team	10/3/2024	10/9/2024	Electrical contractor shall provide a vault from the manufacturer for the remote driver. See attached L04 Vault Cutsheet. Vault's locations shall be coordinated with the Landscape Architect.
005	Complete	Electrical Spec for power distribution panels 260573-1 calls for following system studies, are these required? A. Short circuit study? B. Protective devise evaluation study ? C. Protective devise coordination study? D. Arch Flash Analysis?	Hagerman	A/E Team	10/3/2024	10/9/2024	The following studies can be removed from the specifications. a. Short-circuit study. b. Protective device evaluation study. c. Protective device coordination study. d. Arc flash analysis.
006	Complete	Electrical Spec 262416-4 panel surge protection. Is that required?	Hagerman	A/E Team	10/3/2024	10/9/2024	Yes, provide panel surge protection.
007	Complete	Sheet E204 fixture type L03 do we supply? Note L2 says L03 fixtures shall be provided with the handrail coordinate with aapproved handrail manufacturer for installation & wiring details.	Hagerman	A/E Team	10/3/2024	10/9/2024	Change note L2 to read as the following: "E.C SHALL PROVIDE L03 FIXTURE AND INSTALL WITHIN THE HANDRAILS . SEE DETAIL 4 ON SHEET E600. COORDINATE WITH APPROVED HANDRAIL MANUFACTURER FOR INSTALLATION AND WIRING DETAILS."
008	Complete	Sheet L250 shows location for S23, Wells St. bench. What is the desired size of this bench?	Hagerman	A/E Team	10/3/2024	10/9/2024	S1 and S23 are the same: Rough and Ready Crosswise Bench with Optional Full Length Backrest manufactured by Streetlife. Size to be 60cm depth and 8ft length.
009	Complete	Specified bollard manufacture website is nonexistent. What are the desired foundations for the Creative pipe bollards?	Hagerman	A/E Team	10/10/2024	10/9/2024	Basis of Design to be Rincon (Non-Illuminated) Bollard by Forms+Surfaces. See revised L690 Addendum #1 for foundations.
010	Complete	The drawings do not define reinforcing for concrete pathways, please clarify what should be used.	Hagerman	A/E Team	10/3/2024	10/9/2024	See revised L600 Addendum #1
011	Complete	Does the design team have river depths/history available?	Hagerman	A/E Team	10/3/2024	10/9/2024	Yes. See two attached documents 1) Yearly river levels 2015-2019.doc 2) Yearly High Water Percentages by Elevation.xls
		Addendum 2 Start					
012	Complete	What are the desired foundation under precast concrete flares for the Esplanade platform bench?	Hagerman	A/E Team	10/10/2024	10/18/2024	Use foundation similar to 3/L622, which is an 8in depth concrete reinforced with #4 Bar @ 12" E.F.
013	Complete	What is the desired attachment method for precast concrete flares for the Esplanade platform bench?	Hagerman	A/E Team	10/10/2024	10/18/2024	Install on top of 1in mortar setting bed, and stainless steel dowels.
014	Complete	What is the desired board size and spacing for the Tree canopy trail lpe decking?	Hagerman	A/E Team	10/10/2024	10/18/2024	2" x 6" with 3/16" gaps typical
015	Complete	What are the desired foundations for the Urban swing?	Hagerman	A/E Team	10/10/2024	10/18/2024	Delegated design, to be determined by the swing fabricator's certified engineer.
016	Complete	Does the engineer / architect want the drinking fountain to be piped as shown in the Elkay installation instructions? If yes, are we to provide a cleanout casting over the cleanout plug shown in the installation instructions?	Hagerman	A/E Team	10/10/2024	10/18/2024	Yes, provide show drawing for selected casting.
017	Complete	The drinking fountains to be installed (sheet L230, sheet L240, and sheet L250). Sheet C303 for the site utilities, There isn't a water tap or a sanitary tap shown for this drinking fountain. Please advise on package responsibility and piping requirements.	Hagerman	A/E Team	10/10/2024	10/18/2024	Hagerman response : All site utilities will be installed by BI#1 to within 5' of the fixture. Land Collective: We have removed the drinking fountain from L230. The drinking fountains on L240 and L250 remain in the bid documents.
018	Complete	Sheet C304 & 305 shows a 3/8" waterline connection and 1.5" IPS sanitary connection. The waterline appears to be small for the system (installation instructions shown ½" feed). Please advise on what package is to provide the reducing fittings for the waterline. Does the sanitary connection have to be IPS or can it be PVC?	Hagerman	A/E Team	10/10/2024	10/18/2024	Use City standard for 5/8" x 3/4" water meter and fittings, change water service line to 1/2" copper line at the meter pit. Sanitary can be PVC.Any water line reduction within 5' of the fixture would be by the BI#8
019	Complete	Are these drinking fountains to be used year round? This will determine the bury depth of the water distribution box	Hagerman	A/E Team	10/10/2024	10/18/2024	The City will turn off drinking fountains for the Winter.
020	Complete	Previous COFW projects have required the additional hose bib assembly to be installed. I do not see this requirement in the specifications. Please confirm that NO hose bib is required for this.	Hagerman	A/E Team	10/10/2024	10/18/2024	Assume 2 hosebibs at the Esplanade and 2 hosebibs at the North Lawn.
021	Complete	Should we include the direct bury adapter for the drinking fountains? It looks like it will simplify the installation process.	Hagerman	Hagerman	10/10/2024	10/18/2024	Yes.

022	Complete	There are no dimensions on the structural drawings for the canopy trail framing, will there be some provided per an addendum?	Hagerman	A/E Team	10/7/2024	10/18/2024	Work point coordinates and other dimensions and elevations are provided on the canopy trail framing plans and foundation plans and are intended to be adequate for the construction of the structure. Clarifications can be requested if necessary during construction.
023	Complete	Bid pack #8 is to provide the swing, is that also the frame? Dwg L691	Hagerman	Hagerman	10/7/2024	10/18/2024	Yes. Bid Item #8 shall provide a complete swing system.
024	Complete	What bid pack is providing the Wayfinding Bent Plate signs? Dwg	Hagerman	Hagerman	10/7/2024	10/18/2024	Bid Item #10.
025	Complete	Can the A/E team provide CAD files for grading takeoff to be used by the Earthworkers?	Hagerman	A/E Team	10/7/2024	10/18/2024	Yes, a CAD waiver form has been included (from CBBEL).
026	Complete	Note on drawing L241 has the guardrail referring to see drawing L632, but section cut 3/L621 on that same drawing is showing a different guardrail, which rail is required?	Hagerman	A/E Team	10/7/2024	10/18/2024	The correct railing is within the structural sheets -- similar to the canopy trail railing.
027	Complete	The question is, the phase 2 project drawing L691 is noting that the frames to be powder coated to match Promenade Park,those frames were painted with Tnemec Paint not powder coated, which should it be?	Hagerman	A/E Team	10/9/2024	10/18/2024	Powdercoated finish. Color to "match" the same color as Promenade Park.
028	Complete	the storm piping that runs between structures EX-209, ST-230, and ST-230A is called out to be 15" RCP. However, structures ST-230 and ST-230A are proposed to be 12" Nyloplast. Please advise on how to provdeed due to the pipe being larger than the structure.	Hagerman	A/E Team	10/9/2024	10/18/2024	Change 15" RCP to 15" HDPE.
029	Complete	E220 Note P14 need to know feeder size for sluice gate. No breaker is indicated in panel LP1 for sluice gate.	Hagerman	A/E Team	10/11/2024	10/18/2024	Added Plan note P10 in Addendum#2
030	Complete	E230 Alternate #2 Looks like drawing also shows Alt# on sheet E220 separation between both alternates is needed.	Hagerman	A/E Team	10/10/2024	10/18/2024	Added separation lines in Addendum #2
031	Complete	E601 Luminaire schedule need to know city standard for concrete light pole bases for L01 & L01B.	Hagerman	A/E Team	10/10/2024	10/18/2024	Added the pole base detail in Addendum #2
032	Complete	Will you be issuing the 099600 "High-Performance Coatings" specifications?	Hagerman	A/E Team	10/14/2024	10/18/2024	No plan to issue this specification.
033	Complete	Is there different reinforcing desired for the vehicular pavers concrete base than the pedestrain concrete base? L600/9 & L600/10	Hagerman	A/E Team	10/14/2024	10/18/2024	Please use the same reinforcement as details 1/L600 and 2/L600.
034	Complete	What is the desired color for the intergral color concrete?	Hagerman	A/E Team	10/14/2024	10/18/2024	Dark gray is the desired color -- the landscape architect will want to select from the desired from the selected manufacturer's color palette for the exact color.
035	Complete	Would a Vgroove be acceptable for the tacticle wayfinding pavement? L601/10	Hagerman	A/E Team	10/14/2024	10/18/2024	Vgroove is acceptable if the overall width and similar depth can be achieved as shown in the detail.
036	Complete	Knight bench by Forms + Surfaces is only offered with Cumaru Hardwood or alluminum slates. Is Cumaru Hardwood acceptable?	Hagerman	A/E Team	10/14/2024	10/18/2024	Ipe is preferred. However, if this is not doable, we will accept Cumaru for the Knight Bench.
037	Complete	BP#8 item number 6 states that the General trades package is responsible for all temporary railings. Where are temporary railings going to be required by the CM or how many LF of railings should be figured?	Hagerman	Hagerman	10/15/2024	10/18/2024	Please assume 1,500 Lf of temporary railings
038	Complete	BP#8 What should the temporary railings be constructed of?	Hagerman	Hagerman	10/15/2024	10/18/2024	Assume all temporary hand rail is to be constructed of 2"x4" wood framing and shall adhere to all OSHA and Hagerman safety requirements.
039	Complete	BP#4 -Piling – Plan shows 50-ton capacity to go a minimum of 50' below pile cap. What happens if refusal is met before hitting the 50' minimum? Would drilling then be required to hit 50' depth?	Hagerman	A/E Team	10/15/2024	10/18/2024	Pre-drilling is not anticipated. If refusal is met before reaching specified minimum depth, the required action, if any, will be evaluated on a case-by-case basis.
040	Complete	Page 01 11 00-22 of the front end documents states the following "Bid Item #4 shall provide a licensed geotechnical engineer to confirm all installed H-piles meet or exceed the required capacities." Does this mean that we only have to do a Dynamic Pile Load Test for a couple pile at each location? Or do we have to do one for every single pile	Hagerman	A/E Team	10/15/2024	10/18/2024	Dynamic Pile Testing is not required for every pile. Specification 316216 STEEL PILES requires Dynamic Pile Testing for 5 piles (see section 3.4.B.1). Proposed test locations shall be submitted to the Structural Engineer and Geotechnical Engineer for review.
041	Complete	Is there not a Sluice Gate C or D? Drawing set skips from W314 to W325	Hagerman	A/E Team	10/15/2024	10/18/2024	Sluice Gates C and D are <u>not</u> included within this bid set.
042	Complete	Bid Item #10 shall be responsible for anchor bolts, precast bases, and signage for the wayfinding signage work detailed on sheet L611 at all locations. Bid Item #1 shall be responsible for excavation, backfill, & stone base. Bid Item #6 is responsible for the foundations. Bid item #3 shall include all gravel bands. Is #10 or #1 installing the underground portion of the sign bases?	Hagerman	Hagerman	10/15/2024	10/18/2024	BP#10 shall be responsible for the precast bases
043	Complete	W400 Drawing calls for 5 new signs but I'm seeing 3 new and 2 existing. Are we to redo the existing signs? OR are we only doing the 3 new ones?	Hagerman	A/E Team	10/15/2024	10/18/2024	Three new interpretive graphic signs only.
044	Complete	Steel inset ladder - called out in bid package 8, line 8G, and section 055001 metal fabrications spec section p. 99, 105, 108 – Plan on L250, callout "North Lawn Boat Dock, see structural drawings" and the structural drawings on S511 say to coordinate with landscaping drawings, but they don't seem to match. The L634 Detail shows less ladder steps than the S511 detail. What is the size of the ladders? How many are there?	Hagerman	A/E Team	10/15/2024	10/18/2024	1 ladder. Use detail L634 for quantity of steps, and size of railing. See detail S511 to coordinate the installation with the seawall.
045	Complete	Marine Grade Boat Rope Cleats - called out in bid package 8 line 34 and section 323300-2 manufactured site furnishings spec section p. 388 - The plan sheet L250 "North Lawn Boat Dock, see structural drawings" but the structural drawings on S501 & S511 don't mention boat cleats. The Boat Cleat detail on L364 and the L250 drawing doesn't cover the location or number of cleats needed. How many are there? What is the spacing?	Hagerman	A/E Team	10/15/2024	10/18/2024	Assume 13 boat cleats, 10ft spacing on center. Use stainless steel Hilti expansion anchors. A layout plan will be provided prior to installation.

046	Complete	Detail 2/L634 show the Dock Bumper. The plan sheet L250 doesn't indicate where to start and stop. Please provide start and stopping points.	Hagerman	A/E Team	10/15/2024	10/18/2024	Dock Bumper will be installed along the southern face of the dock, which is +/-138ft in length. The "flairs" at the far north end and far south end do not require dock bumper. A layout plan will be provided prior to installation.
047	Complete	Cascading Seating - the material is listed as "Moso Bamboo Dimensional Lumber" on L621, but on S313 it is listed as "2x IPE Wood Decking" - Which do we figure?	Hagerman	A/E Team	10/15/2024	10/18/2024	Moso Bamboo to be utilized.
048	Complete	Cascading Seating - The detail on L621 says to see structural drawings for the "Decking Support Framing", but on S313 it says, "Decking Support Framing, See Site Drawings." Please provide detail information on material to be used to support cascading seating with wood top. The decking on this also changes from detail to detail, one is curved and the other is flat, what do we figure there?	Hagerman	A/E Team	10/15/2024	10/18/2024	Framing information added to L621 in Addendum #2.
049	Complete	Urban Swing - On L691 it calls for both IPE and 2x6 Moso Bamboo Wood Slats - Which do we use?	Hagerman	A/E Team	10/15/2024	10/18/2024	Moso Bamboo to be utilized. We will submit revised sheet to correct this.
050	Complete	Sheet L251 – Indicators for retaining wall guardrail points to S300 series and detail L632-L633. The two handrails are shown as different. Which do we use for this rail?	Hagerman	A/E Team	10/15/2024	10/18/2024	L251 does not exist, but I assume L241 was the sheet being referred to in this RFI. If so, please see RFI 026 for response.
051	Complete	Detail 2 & 8/L631, indicate Knight Bench by Forms+Surfaces on the canopy trail. The details say to reference the specifications. Specification section 062114-1 Custom Fabricated Wood Seating does not include the Canopy Trail Benches, please provide additional information for benches	Hagerman	A/E Team	10/15/2024	10/18/2024	Knight Bench by Forms+Surfaces. 6ft length. Backless. Powdercoated frame. Ipe wood slats is preferred, but we will accept Cumaru if Ipe is not an option.
052	Complete	Please confirm the stainless on the tree canopy trail is to be 316.	Hagerman	A/E Team	10/15/2024	10/18/2024	Yes Type 316 Stainless Steel.
053	Complete	What are the style and size of the Paver Tree Grates within the Modular Paver System?	Hagerman	A/E Team	10/15/2024	10/18/2024	Tree Paver Grates are by Ironsmith. Size to be 6ft x 6ft. https://ironsmith.cc/products/paver-grates/
054	Complete	Bid Item 2 is required to supply and install all steel edging and the only spec I see is a custom fabricated edge that doesn't really provide any detail on its design. What is the specification for this paver edging?	Hagerman	A/E Team	10/15/2024	10/18/2024	See "055901 Metal Edging" spec. I think this sections covers the various metal edging, including steel edging. Let me know if additional information is still required.
055	Complete	What is the size, and locations of the removable paving trays?	Hagerman	A/E Team	10/15/2024	10/18/2024	See L246 for location of paver trays. Size to be approximately 3ft x 4ft, to allow for full clearance and unhindered operation of the manhole cover below. Depth to allow for full size pavers - see materials plan. also see sheet L847
056	Complete	What is the edging and gravel type for the band around the wayfinding sings?	Hagerman	A/E Team	10/15/2024	10/18/2024	1/4" Stainless Steel (type 316). Refer to River Rock spec for gravel type.
		Addendum 3 Start					
057	Complete	L240 - S27 refers to L69, which then refers you to the civils. No information is listed in the civils. What size should the foundation be.	Hagerman	A/E Team	10/16/2024	10/22/2024	See updated L693 as part of Addendum #3.
060	Complete	The utility screen foundations don't identify sizing or reinforcing on L624 Please advise.	Hagerman	A/E Team	10/16/2024	10/22/2024	The utility screens are delegated design. Please submit shop drawings by a ceritifed engineer.
061	Complete	L602 Detail 6 integral color reinforcing the dowels are shown 3" OC and appear to only be 6" does this provide adequate embedement between joints? The spacing of the dowels seems to close together please advise.	Hagerman	A/E Team	10/16/2024	10/22/2024	12" long dowels, spaced 12" O.C.
062	Complete	Do the thickend edges at walks and paver subbases require rebar or are they only going to be reinforced with mesh?	Hagerman	A/E Team	10/16/2024	10/22/2024	No additional rebar at thickened edges required.
063	Complete	L601 areas where curbs are required at flush details should these curbs be doweled into concrete walks/ subbases. Currently this is shown as floating which could cause a lip with freeze thaw. Details 7,5. Please advise	Hagerman	A/E Team	10/16/2024	10/22/2024	Yes. See updated L601 as part of Addendum #3.
064	Complete	Do paver concrete subbases require reinforcing. Should we assume the same as the concrete walks.	Hagerman	A/E Team	10/16/2024	10/22/2024	See L600 Addendum #2.
065	Complete	What curb type is to be used on the west end of the esplanade near harrison street? It appears there is new curb but not identified.	Hagerman	A/E Team	10/16/2024	10/22/2024	Are you referring to the sidewalk curb, immediately adjacent to Harrison Street? If so, please refer to Sheet C204 for curb information.
066	Complete	Spec section 057300-4 and 061500-2 both note "Lumber shall be Ipe.... Surface/Dimension: All dimensions shall be as indicated on the Drawings." I see the Ipe blocking on S441 noted as 2x4 but the decking notes on that drawing callout "2X IPE DECKING, SEE L-DWGS" and the L-DWGS callout "2 X IPE WOOD DECK." What is the sizing of Ipe for the deck, rail, and furnishings?	Hagerman	A/E Team	10/16/2024	10/22/2024	2x6 ipe decking on the canopy trail. See drawings for other dimensions.
067	Complete	Per Detail 2 sheet C604, Where is the location of the Bio Soil?	Hagerman	A/E Team	10/16/2024	10/22/2024	The bio soil will be placed at the bioretention area on C410.
068	Complete	Per Detail note 1 sheet L893, is there a layout of the Silva Cells	Hagerman	A/E Team	10/16/2024	10/22/2024	See L248-L249: "Extents of Modular Suspended Pavement System" for intended layout.
069	Complete	BP #1 will only be responsible for minor grubbing, or will there be tree and stump removal, as well?	Hagerman	Hagerman	10/17/2024	10/22/2024	Bid Item #1 shall be responsible for all clearing, grubbing, tree/stump removal as required to achieve plan grades, etc.
070	Complete	On drawing S101, under the Structural Steel notes, note 3 states that the steel should receive a G90 galvanized finish. When I ask our galvanizer about this, he offered the following statement. They have required the wrong specification. A G90 specification is a mill specification used for continuous galvanized sheet steel. What they need to specify is ASTM A123 for after fabrication hot dip galvanizing. I see this happen quite often. Besides the process being quite different the coating thickness is the main difference. Hot Dip galvanizing typically provide a thicker coating and more protection than what G90 would call out. Please review and advise if the G90 notation can be changed to ASTM123.	Hagerman	A/E Team	10/17/2024	10/22/2024	The intent is to provide hot dip galvanizing according to ASTM A123 as noted in specification section 051213. The reference to G90 finish will be deleted from Structural Steel note 3 on sheet S101.
071	Complete	Bid Item #7 Structural Steel, note 2 states we are to obtain and pay for permits, local taps and inspections. Under the "Subcontract Work Order", page 4, item "K" states that the cost of the Independent Testing shall be provided by others. Section 051200, item 2.9, A., states the Owner will engage a qualified testing agency. Please verify if the owner will supply and pay for permits, taps and inspections for Bid Package #7	Hagerman	A/E Team	10/17/2024	10/22/2024	Bid item#7 is to obtain permits as required for this scope; this cost will remain with BI#7. Third party testing will be provided by the owner. Land collectives spec section 051200 should remain unchanged (qualified testing agency to be engaged by the Owner).
072	Complete	Note on drawing L241 has the guardrail referring to see drawing L632, but section cut 3/L621 on the same drawing is showing a different guardrail, which rail is required?	Hagerman	A/E Team	10/17/2024	10/22/2024	See response to RFI 026.

073	Complete	The swing frames on drawing L691 is noting that the frames are to be powder coated to match Promenade Park, those frames at Promenade Park were painted with Tnemec Paint not powder coated, which finish should it be	Hagerman	A/E Team	10/17/2024	10/22/2024	Powdercoated - color to match Promenade Park swing paint color.
074	Complete	Please identify what "shop coatings" will need to be applied to the structural steel framing. The steel is noted to be galvanized. Additionally, section 051200, item 2.4, A., states our shop primer is to comply with section 099600. This spec section has not been issued yet. Please advise.	Hagerman	A/E Team	10/17/2024	10/22/2024	The steel is required to be galvanized and painted as noted on the structural drawings. Section 099600 High Performance Coatings should match what was used for the previous project. This section would have been provided by the Architect.
075	Complete	Bid Item #7 Structural Steel, note 3 states this bid package is responsible to pay for and coordinate underground utilities. Please confirm if this should be in the General Trades package.	Hagerman	Hagerman	10/17/2024	10/22/2024	See Addendum #3 coversheet.
076	Complete	Please identify what spec sections Bid Package #7 is to include. At this point we assume the following are by Bid Package #7 Structural Steel. a. 05 12 00 b. 05 12 13 c. 05 53 00 (For Sluice Gates and Stainless Steel Bridge Only)	Hagerman	Hagerman	10/17/2024	10/22/2024	Please refer to section 011100.00 "Bid Items" scope of work document for applicable details. All bidders are responsible for all applicable specification sections.
077	Complete	Which Bid Item is to provide the Metal Edging section 055901?	Hagerman	Hagerman	10/17/2024	10/22/2024	Bid Items 2 and 3 are responsible for the metal edging associated with their scopes of work
078	Complete	Which Bid Item is to provide the Metal Fabrications – Sitework section 055001?	Hagerman	Hagerman	10/17/2024	10/22/2024	Please refer to section 011100.00 "Bid Items" scope of work document for applicable details. All bidders are responsible for all applicable specification sections.
079	Complete	Which Bid Item is to provide the Decorative Metal Handrails and Guardrails - section 05 73 00?	Hagerman	Hagerman	10/17/2024	10/22/2024	Please refer to section 011100.00 "Bid Items" scope of work document for applicable details. All bidders are responsible for all applicable specification sections.
080	Complete	On the L drawings it appears there are concrete side walls beside each site stair. These walls are not detailed anywhere. Please provide sizing and reinforcing details.	Hagerman	A/E Team	10/17/2024	10/22/2024	See L695 for new cheek wall detail.
081	Complete	00 43 39 - 1 Business and Workforce Diversity - MBE/WBE/VBE/DBE/LGBTE - Section says to view Section 007339 of the Bid Documents for the requirements but I cannot find that section. What are the requirements?	Hagerman	Hagerman	10/18/2024	10/22/2024	Please review addendum 3
082	Complete	Bid Item 8 Line 20e. calls out precast concrete steps in the custom esplanade bench section. Is this note applying to the precast concrete stair at the terraced seating (L620) or a different set of precast concrete stairs?	Hagerman	Hagerman	10/18/2024	10/22/2024	Bid Item#8 Shall be responsible for all precast concrete for this project, Unless noted otherwise. There is precast at both of these locations.
083	Complete	On sheet L240, there are S10 and S9 items called out on the P27 Pavers. When you reference back to detail L690, the supports for those items is a thickened slab. The P27 Pavers have a stone subbase. What support structures are needed where items are called out on pavers with a stone subbase?	Hagerman	A/E Team	10/18/2024	10/22/2024	Use similar details, but utilize a 12" thick CIP concrete slab foundations for S9 and S10 items within the P27 area.
084	Complete	Will static load tests be required for determination of the pile driving criteria or will dynamic load tests be used to determine the required driving criteria?	Hagerman	A/E Team	10/18/2024	10/22/2024	Static and dynamic tests are both required. See specification section 316216 paragraphs 1.7 and 3.4 for additional information.
085	Complete	Where the specifications indicate 3 test piles, will one pile be for the axial compression, one for axial tension and one for lateral? Or will all three tests have to be done on each test pile?	Hagerman	A/E Team	10/18/2024	10/22/2024	All three tests are to be performed on each test pile.
086	Complete	Drinking fountain can only support one hose bib. Where is the second hose bib expected to go? Or is one hose bib sufficient per fountain?	Hagerman	A/E Team	10/18/2024	10/22/2024	One hose bib per fountain is sufficient.
087	Complete	What is the desired reinforcing for the wayfinding signage foundations on 3/611?	Hagerman	A/E Team	10/18/2024	10/22/2024	See revised 3/L611 with Addendum #3
088	Complete	What is the desired reinforcing for the Sluice grate footings on 3/L629?	Hagerman	A/E Team	10/18/2024	10/22/2024	Delegated design to be determined by fabricator's certified engineer. Bid item#7 will be responsible for engineered design and will provide a foundation design during construction. Please assume frost depth foundations and include #5 bar 12" OC EW top and bottom. This applies to sheets L624-L629.
089	Complete	Drawing do not show reinforcing for piers on L635. Should reinforcing be included?	Hagerman	A/E Team	10/18/2024	10/22/2024	See additional footing detail on L629
090	Complete	Sheet L250 North Lawn does not call out all paver types, only the Urban Trail Unit pavers with the 50/50 blend. Can we get clarification on all paver types in this area?	Hagerman	A/E Team	10/18/2024	10/22/2024	Refer to L605 for Urban Trail paver information. Permeable Unit Paver will be the Hanover Permeable Paver, Limestone Grey, Tudor Finish. L250 also references "P15" near the top of the North Lawn Amphitheater.
091	Complete	Concrete Unit Paving spec 2.4 calls for the Urban Trail Concrete Pavers to be Elements by County but no size indicated. Can we get clarification on size?	Hagerman	A/E Team	10/18/2024	10/22/2024	Refer to Section 2.5 of the Concrete Unit Paving Specification for the intended sizes of the Urban Trail Unit Pavers.
092	Complete	Sheet L892 calls for permeable pavers at the tree grate locations. If this is the material that will be installed there, what is the required color? Will it be a single color, or like the Esplanade will it be a four color blend and if that is the case what is the ratio?	Hagerman	A/E Team	10/18/2024	10/22/2024	Refer to L605 for paver types. The details on L892 refer to the Urban Trail.
093	Complete	Can you give more clarification as to the details of Type A edging	Hagerman	A/E Team	10/18/2024	10/22/2024	Metal Edging information for unit pavers has been added. See spec "055901 Metal Edging_Addendum #3"
094	Complete	C604 detail 2 shows a Bio Retention area, where is this located?	Hagerman	A/E Team	10/18/2024	10/22/2024	See bioretention area on C410.
095	Complete	Detail 6/L617 does not show ties in the turn down. Are these required?	Hagerman	A/E Team	10/18/2024	10/22/2024	See revised L617 for clarified information.
096	Complete	Should the curb and gutter be by BP#1 since they have a curb machine to perform that scope or work?	Hagerman	Hagerman	10/18/2024	10/22/2024	Yes, Bid Item #1 shall include detail 7/C603 and detail 3/C604

097	Complete	Can we get a spec for the Vehicular Precast Unit Pavers at the Wells St?	Hagerman	A/E Team	10/21/2024	10/22/2024	The Wells Street Unit Pavers are covered within the "Park Concrete Pavers" Section 2.3. These 3" thick pavers are vehicular rated.
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SECTION 00 52 00
AGREEMENT

GENERAL

A. Description

1. The Agreement shall be the Standard Form of Agreement between Construction Manager and Subcontractor, AIA Document A401-2017, Hagerman Subcontract Work Order, and Hagerman Standard Modifications. (See samples that follow this section).
2. Bidders must review standard A401-2017 agreement with attachments prior to bid submission. **Any proposed edits must be submitted with bid.** If no proposed edits are submitted no changes will be accepted.

END OF SECTION

SUBCONTRACT WORK ORDER

PROJECT INFORMATION

The date of this Agreement:	
Project Name:	
Project Number:	
Sub Job Number:	
Commitment Name:	
Commitment Number:	
Commitment Cost Code:	
Project Address:	
Project City, State and Zip Code:	
Project County:	
Contractor's Designated Representative:	
Contractor Company Name:	
Contractor Address:	
Contractor City, State and Zip Code:	
Subcontractor's Designated Representative:	
Subcontractor Company Name:	
Subcontractor Address:	
Subcontractor City, State and Zip Code:	
The date of the Prime Contract:	
Owner's Designated Representative:	
Owner Company Name:	
Owner Address:	
Owner City, State and Zip Code:	
Architect's Designated Representative:	
Architect Company Name:	
Architect Address:	
Architect City, State and Zip Code:	

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Sales or Use Tax Exempt (Yes /No):	Yes
Application for Payment Due Date:	Not later than the 25 th day of a month.
Retainage Amount to be Withheld:	Five (5) Percent
Payment Bond (R/NR):	Required
Performance Bond (R/NR):	Required
Date of Commencement of this Work:	The date of this Agreement.
Date of Substantial Completion of this Work:	
Prevailing Wages (R/NR):	Not Required
Certified Payroll (R/NR):	Not Required
Business Diversity Requirements (R/NR):	Note Required
Workforce Diversity Requirements (R/NR):	Not Required
Additional Insureds:	Owner, Architect, Contractor and

SUBCONTRACT SUM

Subcontract Sum Amount (numeric):	
Subcontract Sum Amount (script):	

ALTERNATES

Alternates, if any, shall include all labor, material, tools, equipment, applicable taxes, insurance, licenses, permits, supervision, engineering, incidentals, overhead and profit, necessary or required for the complete performance of the Work. Alternate prices shall be firm for the life of the project.

Description		Add		Deduct
No alternates are included as part of this Work Order.	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	

UNIT PRICES

Unit Prices, if any, shall include all labor, material, tools, equipment, applicable taxes, insurance, licenses, permits, supervision, engineering, incidentals, overhead and profit, necessary or required for the complete performance of the Work. Unit prices shall be firm for the life of the project.

Description	UOM		Add		Deduct
No unit prices are included as part of this Work Order.		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	
		\$		\$	

ALLOWANCES

Allowances, if any, shall be used by the Bidder to pay the Cost of the Work per Construction Manager's written direction. Allowances are firm for the life of the project. Any unused Allowances shall be returned upon the final accounting of the Work.

SUBCONTRACT WORK ORDER

Description		Total
No allowances are included as part of this Work Order.	\$	
	\$	
	\$	
	\$	
	\$	

LABOR RATES

The following labor rates shall be used for additional work. All costs including, but not limited to, labor, labor burden, fringes, payroll taxes, worker's compensation and liability insurance shall be included. The rates shall also include a percentage for all overhead items such as home office administration, estimating, cartage, small tools, trucks, travel time, supervision, and all other direct job expenses.

Trade Classification		<i>Laborer</i>		<i>Apprentice</i>		<i>Journeyman</i>		<i>Foreman</i>
Base Rate	\$		\$		\$		\$	
Benefits	\$		\$		\$		\$	
Taxes & Insurance	\$		\$		\$		\$	
Overhead & Profit	\$		\$		\$		\$	
Total Hourly Rate	\$		\$		\$		\$	
Time and One Half Rate	\$		\$		\$		\$	
Double Time Rate	\$		\$		\$		\$	

SCOPE OF WORK

1. See bid items in section 01 0110 Summary of work.

GENERAL REQUIREMENTS

- A. The Work shall be performed in accordance with the health, safety and environmental regulations of the authorities having jurisdiction and all federal, state, local laws.
- B. Normal working hours on the project shall be defined by on-site Superintendent. Work days and hours may be adjusted by the Contractor as local trade agreements, coordination with other work, as weather conditions influence or as otherwise required to complete the Work in accordance with the construction schedule. After hours, weekend, shift and overtime work shall be approved by the Contractor in writing at least seven (7) calendar days prior to the event.
- C. All construction activities shall be performed in compliance with local noise ordinances, and any Owner, Landlord or Property Manager construction policies, to limit the amount of disruption to neighboring tenants and residents.
- D. The Work includes furnishing offsite employee parking and/or transportation as required. Onsite parking may be limited. This includes all company, personal, supplier, and sub-Subcontractor vehicles.
- E. The Work includes all mobilizations and demobilizations required for the performance of the Work.
- F. The general building permit will be furnished by the Contractor. The Work includes all costs associated with the acquisition of any business licenses, permits and fees required to complete this Scope of Work.

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- G. The Work includes submitting product data for verification prior to the procurement or production of any material. Product data shall include construction details, material descriptions, dimensions of individual components and profiles, and finishes. Include recommendations for product application and use. Include test data substantiating proposed products comply with requirements. The Subcontractor shall submit all product data submittals to the Contractor no later than fourteen (14) calendar days from receiving a Notice of Award.
- H. The Work includes submitting shop drawings for verification prior to the procurement or production of any material. Shop, fabrication, erection, sequencing, cutting and setting drawings shall show plans, elevations, sections, dimensions, sequences, anchorages and connections with other existing and new Work. The Subcontractor shall submit all shop drawing submittals, including any engineered portions thereof, to the Contractor no later than twenty-one (21) calendar days from receiving a Notice of Award.
- I. The Work includes submitting material samples for verification prior to the procurement or production of any material. Includes sets of samples to show the full range of form, shape, color, pattern and texture to be expected. The Subcontractor shall submit all material sample submittals to the Contractor no later than fourteen (14) calendar days from receiving a Notice of Award.
- J. The Work includes participation in all construction coordination meetings. Coordination shall involve constructability reviews, pre-installation and construction progress meetings, etc., with the Owner, Architect, Consultants, Contractor, and all other trades that this Work supports or is adjacent to.
- K. The Work includes all inspections, testing, certifications, and demonstrations required per all applicable federal, state, local codes, jurisdictional, and contract document requirements. The Work includes coordination with the Owner's independent testing agency. The cost of Independent testing shall be provided by others. This Subcontractor shall be responsible for all costs associated with re-inspections or re-testing due to failures on behalf of Subcontractor's Scope of Work.
- L. The Work includes identification of utilities for excavations performed under this Scope of Work as required by the authorities having jurisdiction. This includes locates for public and private utilities. Damages done by on-site excavation of utilities identified or not shall be the responsibility of this Subcontractor.
- M. The Work includes all costs and coordination associated with utility shutdowns required for this Scope of Work. Notify the Contractor ten (10) Working days prior to any anticipated utility shut down. Coordination meetings shall be required for all parties who may be impacted by such shut down. All efforts will be made towards minimal impact to surrounding facilities and tenants. It is acknowledged certain shutdowns may be required to occur on off hours and any such cost is included in this Scope of Work.
- N. The Work includes all vertical and horizontal layout as required for the performance of the Work. For ground up projects, Contractor will provide four benchmarks and a coordinate grid system outside of the building footprint; and one benchmark and two control lines per floor inside the building. For interior projects, Contractor will establish vertical benchmarking and horizontal control based on existing conditions. Subcontractor shall verify all control lines and benchmarks prior to commencement of Work. Discrepancies and variances shall be documented and submitted to Contractor. Variances in construction shall be within allowable tolerances of construction standards or as identified in the Contract Documents, whichever is more restrictive.
- O. The Work includes furnishing and installing all inserts, embeds, blockouts, and sleeves required for this Scope of Work. Installation of such devices shall be concurrent with the construction of the barrier (i.e. foundation, wall, slab, roof, etc.) or be core-drilled at a later date. The ball peen hammer or similar method is unacceptable.
- P. The Work includes furnishing and installing all fire stopping/safing products and systems as required to maintain fire and smoke ratings where joints and or penetrations created by this Scope of Work interface

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with rated walls, slabs, floors, bulkheads, decking, roofing, etc. All firestop products and systems shall be manufactured by the Hilti Corporation, no exceptions. This includes acoustical sealants. Subcontractor shall submit supporting UL approved firestop details or engineering judgements specific to each application for approval. Subcontractor shall maintain a reference binder of project specific fire stopping/safing details at the jobsite.

- Q. The Work includes the protection of all floors, ceilings, walls, casework, millwork, doors and jambs, etc. during the performance of the Work. Protect all other Work product to which this Subcontractor's Work connects to, interfaces with or is adjacent to.
- R. The Work includes daily trash removal to the dumpster and any conveyance/vehicle required to transport trash to the dumpster (i.e. trash hopper, buggy, cart, dolly, etc.). The Subcontractor shall maintain its Work and dumpster areas in a broom clean condition at all times. Dumpsters shall be provided by others.
- S. The Work includes street cleaning and washing of tires of this Subcontractor's vehicles, and its sub-Subcontractors and suppliers, to keep surrounding public and private roads clean and free of debris. Costs for street cleaning and washing of tires is included in this price. This Subcontractor is responsible for cleaning of streets due to its own operations and is not responsible for cleaning debris from the operations of others.
- T. The Work includes the packing, crating, shipping and delivery of materials to the jobsite. The Work includes all necessary precautions to protect materials from damage during transportation, storage and delivery. The Work includes the temporary storage of materials if necessary. Store environmentally sensitive materials in areas that conform to the manufacturer's recommendations and instructions. The Work includes sorting, inventorying and evaluating material integrity immediately upon delivery. Notify manufacturer of defects or breakage immediately and report plan of action to Contractor.
- U. The Work includes vehicular and pedestrian control, if required, to complete this Scope of Work. Deliveries of material or equipment shall be coordinated with the Contractor. Deliveries which may disrupt adjacent vehicular traffic flow, shall be coordinated with the Contractor at least one week prior to the event. This Subcontractor shall meet Department of Transportation standards with all deliveries. The Contractor reserves the right to reject/refuse unscheduled or poorly planned deliveries at the Subcontractor's expense.
- V. The Work includes coordination of material and equipment staging areas with the Contractor. Materials and equipment shall be staged in areas so as to not impede the Work of other Subcontractors or impact the project schedule.
- W. The Work includes furnishing and installing any task lighting required for the performance of the Work. General lighting shall be provided by others.
- X. The Work includes furnishing and installing any ventilation required for the performance of the Work.
- Y. The Work includes furnishing any scaffolding, lifts, hoisting and rigging required for the performance of the Work.
- Z. The Work includes furnishing and installing any forming, shoring and or bracing required for the performance of the Work.
- AA. The Work includes furnishing all water conveyance required for this Scope of Work including, but not limited to, hoses and pumps. The Work also includes any water booster pumps required to achieve water pressure for the installation of the Work. Water as a utility shall be furnished by others.
- BB. The Work includes furnishing all electrical cords, connections and panel breakers for equipment required for the performance of the Work. The costs associated with cords, connections and panel breakers for temporary equipment shall be the responsibility of the requesting Subcontractor. Temporary power as a

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utility shall be furnished by others.

- CC. The Work includes furnishing and installing all nails, screws, bolts, anchors, adhesives, clips, brackets, supports, stands, hangers, trapeze and all other fastening and connection methods required for the performance of the Work. Provide anchorage of work product in accordance with Contract Documents and local seismic restraint requirements.
- DD. The Work includes furnishing and installing identification for systems installed under this Scope of Work. This includes, but is not limited to, buried line warnings, identification for piping and raceways, operational instruction signs, warning and caution signs and equipment labels and signs. Any color coded painting of piping shall be by the painting subcontractor unless noted otherwise.
- EE. The Work includes furnishing all core drilling required for the performance of the Work. This includes furnishing all imaging (e.g. x-raying and ground penetrating radar) required to survey the slab prior to drilling. This includes providing adequate manpower to a) ensure safe Working areas above and below coring operations, b) monitor and catch the core below c) manage the water being used in the process and d) immediately clean-up the slurry produced. The Work includes furnishing and installing hole covers that meet or exceed OSHA requirements at all core locations produced under this Scope of Work.
- FF. The Work includes making all necessary offsets, transitions and changes in direction in piping, raceway, duct or other installations as required to maintain proper clearance, service accessibility and collision avoidance with structure or other systems. Install Work to facilitate servicing, maintenance, repair or replacement of components. As much as practical, connect equipment for ease of disconnecting, with minimum interference with other installations. Maintain adequate clearance for the opening of access doors and panels.
- GG. The Work includes furnishing all access doors and panels required to access Work installed under this Scope of Work. Access doors shall be provided with a lock compatible keying system. This Subcontractor will issue a shop drawing showing specific location of access doors and panels. The shop drawing will be submitted to the Architect for approval. Subcontractor will make every effort to avoid placement of access doors and panels in walls and ceilings which may be architecturally undesirable. Access doors, panels and keying system manufacturer shall be the same across all trades. Access doors and panels shall be installed by Subcontractor responsible for constructing the partition.
- HH. The Work includes coordination with the Contractor regarding the use of elevators designated for construction. Use of designated elevators will be done in an organized manner as not to disrupt the normal Working processes of construction, building staff and existing tenants. Sole use of elevators will not be available unless otherwise scheduled with the Contractor.
- II. The Work includes repair or replacement of erosion control measures due to damage or degradation caused by this Subcontractor's operations.
- JJ. The Work includes furnishing and installing weather protection as required to continue the performance of the Work during unfavorable weather conditions. This includes, but is not limited to, scaffolding, tenting, heating equipment, fuel, heating of materials/work product and snow removal.
- KK. The Work includes all dewatering and demucking as necessary to complete this Scope of Work. This includes rainwater only and does not include groundwater.
- LL. The Work includes submitting a drawing providing for layout of all concrete equipment housekeeping pads required for equipment furnished under this Scope of Work. Identify location, quantity and sizes of concrete equipment pads, for concrete placement by others.
- MM. The Work includes furnishing and installing all materials of the same type, color, and finish from one single source and or manufacturer. Each contiguous area is to be manufactured from the same production run and be consistent in appearance.

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- NN. The installation of the Work shall be plumb, level, adjusted to required height and in proper alignment with adjacent Work.
- OO. The Work includes cleaning, lubricating and adjusting all operating parts and hardware. Adjust moving parts to operate smoothly, quietly, easily and without binding. Verify that locking devices operate properly.
- PP. The Work includes the removal all manufacturing or installation stickers, labels, markings, protective films, etc. on all Work product furnished under this Scope of Work.
- QQ. The Work includes removing all excess adhesives and sealants using cleaning products and procedures in accordance with the manufacturer's recommendations.
- RR. The Work includes protection of this Subcontractor's Work product until such time the product is formally turned over to the Contractor. Provide protection of this Scope of Work from weather, traffic and other construction trades.
- SS. The Work includes the cleaning or repair of marks, stains, fingerprints, dirt, paint, etc. regardless of origin, until the Work product is complete and formally turned over to Contractor.
- TT. The Work includes touching up marred finishes and replacing damaged Work product that cannot be restored to factory-finished appearance.
- UU. The Work includes prompt replacement of any misfabricated, damaged or defective Work product. Material is to be replaced immediately and shall be expedited from the manufacturer, supplier and fabricator at no additional cost to the Contractor.
- VV. The work includes completing all punch list activities in fourteen (14) calendar days from the date of receipt of the punch list. Each Subcontractor shall commit a separate dedicated crew to work on punch list items only. Once the project is in the punch list phase, Contractor will conduct a weekly punch list coordination meeting where the Subcontractor's lead dedicated employee will attend, update completion progress and generally coordinate punch list progress with other trades.
- WW. The Work includes providing As-Builts, Operation and Maintenance Manuals, and Warranty documents as required and or specified. Maintain as-built drawings throughout the construction of the project. As-built drawings will be subject to random inspection during construction. As-built documentation shall include actual location of all concealed Work. The Subcontractor shall submit all close out submittals to the Contractor no later than fourteen (14) calendar days from the completion of its work.
- XX. The work includes furnishing attic stock in accordance with the Contract Documents, but not less than two (2) percent of each color of each type of material product furnished under this scope of work. Furnish attic stock materials packaged with protective coverings for storage and clearly identify contents with labels.
- YY. The work includes the preparation of a training schedule for all equipment furnished under this scope of work. Provide in-depth operations and maintenance training, demonstrations and manuals satisfactory to the Contractor and Owner, and as required by the Contract Documents. Provide all materials required for use in any demonstration. Provide one (1) video of the demonstration and the training sessions and any video links available from the various manufacturer of the equipment installed. The Subcontractor shall provide all demonstrations and training no later than fourteen (14) calendar days from the date of Substantial Completion.

SUBCONTRACT WORK ORDER

ENUMERATION OF DOCUMENTS

The Subcontract Agreement is comprised of the following documents and exhibits, which are as fully a part of the Agreement as if attached hereto:

1. Subcontract Work Order
2. Exhibit A-1 - Standard Form of Agreement between Contractor and Subcontractor, AIA A401-2017, including the Subcontract Documents defined therein.
3. Exhibit A-2 - Standard Modifications to the AIA A401-2017 Agreement
4. Exhibit B-1 – Insurance Requirements
5. Exhibit B-2 – Sample Insurance Certificate
6. Exhibit C – Safety Requirements
7. Exhibit D-1 – List of Drawings
8. Exhibit D-2 – List of Specifications
9. Exhibit D-3 – List of Reports

10. Attachment 1 – Payment Procedures
11. Attachment 2 – Partial Lien Waiver
12. Attachment 3 – Final Lien Waiver
13. Attachment 4 – Affidavit

The Subcontract Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Subcontract Work Order is solely incorporated by specific references in Exhibit A-1 - Standard Form of Agreement between Contractor and Subcontractor, AIA A401-2017 (“A401”) and Exhibit A-2 - Standard Modifications to the AIA A401-2017 Agreement (“Standard Modifications”). Should there be any conflicts, ambiguities, or other discrepancies between the terms of the A401, including its Standard Modifications, and the Subcontract Work Order, the A401, including its Standard Modifications, shall take priority and control.

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

CONTRACTOR *(Signature)*

SUBCONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)



AIA[®] Document A401[™] – 2017

Standard Form of Agreement Between Contractor and Subcontractor

EXHIBIT A-1

AGREEMENT made as of the date defined in the Subcontract Work Order
(In words, indicate day, month and year.)

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

As defined in the Subcontract Work Order

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

As defined in the Subcontract Work Order

The Contractor has made a contract for construction (hereinafter, the Prime Contract) as defined in the Subcontract Work Order

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

As defined in the Subcontract Work Order

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

As defined in the Subcontract Work Order

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts and other confidential information may be deleted) and the other Contract Documents enumerated therein, will be made available to the Subcontractor upon written request.

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

As defined in the Subcontract Work Order

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.

The Contractor and the Subcontractor agree as follows.

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in the Subcontract Work Order of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in the Subcontract Work Order.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201–2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or

substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. If the Contractor does not have such information, the Contractor shall request the information from the Owner in accordance with Article 2 of AIA Document A201-2017 and promptly furnish the information received from the Owner to the Subcontractor.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 seven days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within five working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor 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 Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or

substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

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

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they

may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 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 by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim

for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

ARTICLE 6 CLAIMS AND DISPUTES

§ 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

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

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 6.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Contractor and Subcontractor 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.

§ 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

§ 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense

and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed, costs incurred by reason of the termination, and reasonable overhead and profit on the Work not executed.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor 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 Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

The Work of this Subcontract is defined in the Subcontract Work Order.

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be as defined in the Subcontract Work Order.
(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Contractor.

Init.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work, as defined in the Subcontract Work Order.
(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Subcontractor's Work.

☐ By the following date:

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.
(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)

Portion of Work	Substantial Completion
As defined in the Subcontract Work Order.	

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be as defined in the Subcontract Work Order, subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price
As defined in the Subcontract Work Order.	

§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract:
(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)

Item	Price	Conditions for Acceptance
As defined in the Subcontract Work Order.		

§ 10.3 Unit prices, if any:

(Identify and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
As defined in the Subcontract Work Order.		

§ 10.4 Allowances, if any, included in the Subcontract Sum:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
As defined in the Subcontract Work Order.	

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 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 an Application for Payment is received by the Contractor not later than the day of the month as defined in the Subcontract Work Order, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment.

§ 11.1.7 Subject to the provisions of the Subcontract 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 Subcontract Sum properly allocable to completed Work;
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

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

- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- .4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts 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.)

As defined in the Subcontract Work Order.

§ 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.)

As defined in the Subcontract Work Order, if any.

§ 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, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)

As defined in the Subcontract Work Order, if any.

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien

claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 Interest

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as 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.

(Insert rate of interest agreed upon, if any.)

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)

Type of Insurance	Limits	Other Pertinent Requirements
As defined in Exhibit B-1, Insurance Requirements.		

§ 12.1.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

As defined in Exhibit B-1, Insurance Requirements.

§ 12.1.4 Certificates of Insurance. The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor's Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor's written request. An additional certificate evidencing continuation of 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 time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor's Commercial General Liability and any excess or umbrella liability policy.

§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and 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) 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.

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor 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:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	As defined in the Subcontract Work Order.
Performance Bond	As defined in the Subcontract Work Order.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Property Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 12.4.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 12.4.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the Application for Payment process.

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the 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 provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which 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 property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

| As defined in the Subcontract Work Order, if any.

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

| As defined in the Subcontract Work Order, if any.

§ 13.3 Specific working conditions as noted below:

(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)

| As defined in the Subcontract Work Order, if any.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 The Contractor's representative:
(Name, address, email address and other information)

As defined in the Subcontract Work Order.

§ 14.3 The Subcontractor's representative:
(Name, address, email address and other information)

As defined in the Subcontract Work Order.

§ 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, 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 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

END OF EXHIBIT

EXHIBIT A-2
STANDARD MODIFICATIONS TO THE AIA A401-2017 AGREEMENT

The following standard modifications ("Standard Modifications") amend and supplement Exhibit A-1 - AIA A401-2017. All provisions of Exhibit A-1 - AIA A401-2017, which are not so amended or supplemented, remain in full force and effect. In the event of any conflict between the terms and conditions of Exhibit A-1 - AIA A401 - 2017 (including the General Conditions, AIA A201-2017 referenced therein) and these Standard Modifications, the terms and conditions of these Standard Modifications shall have priority and are controlling.

ARTICLE 3 CONTRACTOR

§ 3.2 Services Provided by the Contractor

Delete § 3.2.1 and replace with: The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work. Subcontractor shall be responsible for obtaining from Contractor all information, including construction schedules, updated schedules, and submittal schedules, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work timely and properly. Subcontractor shall notify Contractor in writing within five (5) days of receiving scheduling information from Contractor any conflicts with or impacts to Subcontractor's Work. Subcontractor's failure to provide such written notification will be a waiver of any Claim for additional time or compensation arising from any such conflicts with or impacts to Subcontractor's Work.

§ 3.3 Communications

Delete § 3.3.3 and replace with: To the extent permitted under the Prime Contract, the Contractor shall provide the Subcontractor information from the Architect regarding percentages of completion and the amount certified on account of Work done by the Subcontractor.

Delete § 3.3.5

Delete § 3.3.6

§ 3.4 Claims by the Contractor

Delete § 3.4.2

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General – Insert new sections as follows:

§ 4.1.1 Independent Contractor. The Subcontractor warrants to Contractor that the Work and services provided by the Subcontractor will be undertaken as an independent contractor. Subcontractor acknowledges that Contractor shall not have direct control over or charge of the acts or omissions of the Subcontractor, the agents or employees of the Subcontractor or any other persons performing portions of Subcontractor's Work and not directly employed by the Contractor.

§ 4.1.2 Coordination. The Work constitutes only a part of the work being performed for Owner by Contractor and other Subcontractors. Subcontractor thus shall perform the Work in such manner that Subcontractor will not injure or damage (1) work being performed by others, or (2) the ability of others to perform their work promptly and efficiently. Subcontractor agrees to pay Contractor for any damage that may be caused to such other work.

.1 Subcontractor shall coordinate its operations with all other trades having work in the same area of the jobsite. Before commencing Work, Subcontractor will report in writing to Contractor any defective prior work by others which would prevent proper completion of the Work. Adequate advance notice shall be given to Contractor to assure the opportunity for other trades to accomplish work which must precede or build into the Work.

EXHIBIT A-2
STANDARD MODIFICATIONS TO THE AIA A401-2017 AGREEMENT

.2 Subcontractor shall commence the Work and diligently and continuously prosecute the Work and coordinate the Work with that being accomplished by others, so Contractor shall not be delayed by any act or omission of Subcontractor in completion of the Contract within the time specified in the Subcontract Documents.

§ 4.1.3 Subcontractor Caused Damages. Subcontractor agrees to accept responsibility for all damage caused by the Subcontractor, to clean all surfaces soiled by the Subcontractor, and to protect the work performed by the Subcontractor, it being understood that the standards of protection shall not be less than those specified in the Prime Contract or required by law, and to be responsible for any defective or improper work or material caused by its failure so to do. If any dispute arises between the Subcontractor and another Subcontractor as to which is responsible for any item of damage, the dispute shall be submitted to the Contractor for decision and its determination as to responsibility.

§ 4.2.3 Submittals

Delete § 4.2.3.1 and replace with: The Subcontractor promptly shall submit for approval to Contractor all shop drawings, samples, product data, manufacturers literature and similar submittals required by the Subcontract Documents. Submittals shall be submitted in electronic form if required by this Agreement and Subcontract Documents. The Subcontractor shall be responsible to Contractor for the accuracy and conformity of its submittals to the Subcontract Documents. The Subcontractor shall prepare and deliver its submittals to Contractor in a manner consistent with the applicable schedule(s) and in such time and sequence so as not to delay Contractor or others in the performance of their work. Approval of submittals, including shop drawings, by Contractor, the Owner and/or Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Subcontract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Project, which obligation and responsibility shall continue until completion of the Work. The Subcontractor's submission of shop drawings to Contractor shall constitute the Subcontractor's representation, upon which Contractor may rely, that the Subcontractor has reviewed the submission for accuracy and compliance with all Subcontract Documents and that wherever engineering is required to be performed, said engineering has been performed by a qualified and licensed engineer. Furthermore, the review of shop drawings by Contractor shall not constitute an undertaking by Contractor to identify deficiencies in the submission, that being an undertaking within the sole responsibility of the Subcontractor.

Delete second sentence of § 4.2.5 and replace with: The Architect's or the Contractor's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 – Delete the last sentence and replace with: The Subcontractor shall notify the Contractor within 24 hours of an injury to an employee or agent of the Subcontractor which occurred at the site. Subcontractor shall comply with all Safety Requirements set forth in Exhibit C.

§ 4.4.4 – Insert after last sentence: Nothing by way of this section shall limit Subcontractor's indemnification obligations in the Safety Requirements set forth in Exhibit C.

§ 4.6 Warranty

§ 4.6.1 – Insert after last sentence: This warranty shall be in addition to and not in limitation of any warranty required by law, the Subcontract Documents, and the Prime Contract.

§ 4.7 Indemnification

§ 4.7.1 – Delete section and replace with: To the fullest extent permitted by law, the Subcontractor shall defend (at Subcontractor's expense and with counsel acceptable to Contractor), indemnify and hold harmless

EXHIBIT A-2
STANDARD MODIFICATIONS TO THE AIA A401-2017 AGREEMENT

Contractor, Owner and all other persons and entities of whom Contractor must indemnify under the Prime Contract and all their agents and employees (“Indemnitees”) from and against all claims, damages, losses or expenses, including attorneys’ fees arising out of, resulting from, or connected with the Subcontractor’s performance or failure of performance under this Agreement, and any acts or omissions of the Subcontractor, its laborers, employees, subcontractors, suppliers or anyone for whose acts they may be liable, including but not limited to those that are: (1) attributable to bodily injury, sickness, disease, death or injury to or destruction of tangible property (including the Work itself) including the loss of use resulting therefrom; (2) caused in whole or in part by negligent acts or omissions of Subcontractor or any of its subcontractors, anyone directly or indirectly employed by any of them or for anyone for whose acts any of them maybe liable, regardless of whether such is caused in part or in full by a party indemnified hereunder; and/or (3) Subcontractor’s failure to perform in strict accordance with this Agreement. This indemnity clause specifically indemnifies Indemnitees even for their own respective negligence unless the claim, damage, loss or expense arises solely and only from conduct or negligence of one of the Indemnitees.

§ 4.8 Remedies for Nonpayment

Delete § 4.8 and replace with: If the Contractor does not pay Subcontractor through no fault of the Subcontractor and provided that Contractor has received payment from the Owner for Subcontractor’s portion of the Work performed, within fourteen (14) days from the time payment should be made as provided in the Agreement, the Subcontractor may, without prejudice to any other available remedies, and upon seven additional days’ notice to the Contractor, suspend the Work of this Subcontract until payment of the amount owing has been received. The Subcontractor shall not be paid for demobilization or remobilization unless nonpayment of the amount owing has not been received for a period of sixty (60) days. Subcontractor shall not have the right to suspend work if there is any dispute over the amount owed under this Agreement or Contractor has not received payment from Owner for Subcontractor’s portion of the Work performed.

§ 4.9 Professional Services Provided by Subcontractor

Delete § 4.9.4 and replace with: The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9, but only to the extent the Contractor is permitted to rely upon the same under the Prime Contract.

ARTICLE 5 CHANGES IN WORK

§ 5.3 - Insert new sections as follows:

§ 5.3.1 For approved Change Orders to the Project, unless otherwise specified in the Prime Contract, Subcontractor’s markup for overhead and profit shall be calculated as follows:

- .1 Ten percent (10%) for labor performed by the Subcontractor’s own forces; and
- .2 Five percent (5%) for all other labor and materials.

§ 5.3.2 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, equipment and subcontractors. Labor and materials can be itemized in the manner prescribed above. Where major cost items are subcontractors, they shall be itemized also, and a copy of their quotation shall be included in the proposal. In no case will a change involving over \$500.00 be approved without such itemization.

ARTICLE 6 CLAIMS AND DISPUTES

§§ 6.1 through 6.3 – Delete sections and replace with:

§ 6.1 In the event that disputes arise between the parties, it is agreed and stipulated that the following dispute resolution procedures shall be followed in the order provided:

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§ 6.1.1 Phase I (Negotiation). After compliance with the provisions of this Agreement, the parties shall attempt in good faith to resolve any controversy or dispute arising out of or relating to this Agreement promptly by negotiations between executives of the parties who have authority to settle the controversy and dispute and are not directly involved with the construction project in question. These negotiations shall be undertaken within thirty (30) days of a written request filed by either party to proceed with Phase I.

§ 6.1.2 Phase II (Mediation). In the event that the controversy or dispute in question is not resolved pursuant to Phase I, the parties shall proceed to mediation as a condition precedent to the initiation of litigation or equitable proceedings by either party. A Request for Mediation shall be submitted in writing by either party to the Subcontract and the mediation shall occur within 60 days of the Request for mediation, unless the parties agree otherwise. The parties shall share the mediator's fee and any related mediation fees equally. The mediation shall be held in Fort Wayne, Indiana, Indianapolis, Indiana, or any other location mutually agreeable to the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

.1 Mediation Conferences.

- a. The parties and their attorneys shall be present at all mediation sessions. At the discretion of the mediator, non-parties to the dispute may also be present.
- b. All parties, attorneys with settlement authority, representatives with settlement authority, and other necessary individuals shall be present at each mediation conference to facilitate settlement of the dispute or controversy.
- c. Mediation sessions are not open to the public.

.2 Confidentiality. The attorney for each side may submit to the mediator a confidential statement of the case, not to exceed ten (10) pages, prior to a mediation conference which shall include:

- a. the legal and factual contentions of the respective parties as to both liability and damages;
- b. the factors considered in arriving at the current settlement posture; and
- c. the status of the settlement negotiations to date.

A confidential statement of the case may be supplemented by damage brochures, videos, and other exhibits or evidence. The confidential statement of the case shall at all times be held privileged and confidential from other parties unless agreement to the contrary is provided to the mediator. In the mediation process, the mediator may meet jointly or separately with the parties and may express an evaluation of the case to one or more of the parties or their representatives. This evaluation may be expressed in the form of settlement ranges rather than exact amounts. The mediator may share revealed settlement authority with other parties or their representatives. If the mediation process does not result in settlement, any submitted confidential statement of the case shall be returned to the submitting attorney or party.

Mediation shall be regarded as settlement negotiations. Mediation sessions shall be closed to all persons other than the parties of record, their legal representatives, and other approved persons. Mediator shall not be subject to process requiring the disclosure of any matter discussed during the mediation, but rather, such matters shall be considered confidential and privileged in nature. The confidentiality requirement may not be waived by the parties, and an objection to the obtaining of testimony or physical evidence from mediation may be made by any party or by the mediators.

.3 Termination of Mediation. The mediator shall terminate mediation whenever the mediator believes that continuation of the process would harm or prejudice one or more of the parties or whenever the ability or willingness of any party to participate meaningfully in mediation

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is so lacking that a reasonable agreement is unlikely. At any time after two (2) sessions have been completed, any party may terminate mediation. The mediator shall not state the reason for termination except when the termination is due to conflict of interest or bias on the part of the mediator, in which case another mediator may be assigned.

- .4 Mediation Rules of Evidence. With the exception of privileged communications, the rules of evidence do not apply in mediation, but factual information having a bearing on the question of damages should be supported by documentary evidence whenever possible.

§ 6.1.3 Phase III (Litigation/Arbitration). In the event that Phase I (negotiation) and Phase II (mediation) fail to resolve the dispute or controversy in question, the parties may proceed to litigation or arbitration, at the sole election of Contractor, subject to the terms and conditions of this Agreement, including venue provisions. The provisions of Phase I (negotiation) and Phase II (mediation) do not alter, waive, or toll any applicable statute of limitations unless any such agreement is reached in writing between the parties. Any and all disputes shall be resolved by litigation in a court of law, unless Contractor gives written notice to Subcontractor of Contractor's desire or approval for any dispute to be submitted to binding arbitration, in which case the parties agree to submit such dispute to arbitration. Contractor's written notice of its election to arbitrate may be given at any time. Furthermore, in the sole option of Contractor and provided that the dispute(s) between Contractor and Subcontractor relate to or arise from a dispute with the Owner, Contractor may demand in writing that any such dispute between Contractor and Subcontractor be joined in any arbitration or litigation between Owner and Contractor. Upon such demand, Subcontractor shall be subject to the dispute resolution provisions of the Prime Contract.

§6.1.4 Arbitration Procedure. Should Contractor provide written notice of its desire or approval for any dispute to be submitted to binding arbitration, the parties shall endeavor to reach an agreement upon the process of selecting the arbitrator(s) and the administrative tribunal or agency to be engaged, if any, and/or supplementary rules to be utilized for conducting arbitration. If no agreement is reached, the arbitration shall be conducted by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules then in effect. Any agreement to arbitrate arising hereunder shall be binding upon the parties and judgment may be entered upon the arbitration award in accordance with the Federal Arbitration Act in any court having jurisdiction thereof. The arbitration agreement and award shall also be binding upon Subcontractor's sureties as if such sureties expressly agreed to binding arbitration and was if such sureties were named and joined in the arbitration proceeding and, at Contractor's option, such sureties may be joined as parties therein. The arbitration proceeding shall take place in either Allen County or Hamilton County, at the sole election of Contractor.

§6.1.5 Litigation Venue. In the event that Subcontractor has complied with all contractual provisions in reference to resolution of disputes including provisions set forth in the Subcontract and Contractor has not provided written notice of its desire or approval for any dispute to be submitted to binding arbitration, Subcontractor agrees that any lawsuit brought for any breach of the Subcontract and any litigation arising under the Subcontract is to be maintained in any court of competent jurisdiction in the county where the project is located.

§ 6.2 Attorneys' Fees. In the event that Subcontractor breaches to any degree any condition of the Agreement whereby Contractor incurs legal fees, attorney's fees, and related costs and expenses (hereafter "Legal Fees") then Subcontractor agrees to fully reimburse Contractor for any and all such Legal Fees.

§ 6.3 Continuation of Work. Unless otherwise agreed in writing, the Subcontractor shall continue its Work and maintain all project schedule(s) during any dispute. If the Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Agreement for Work performed in accordance with this Agreement and not subject to any dispute.

§ 6.4 Governing Law. This Agreement shall be governed by the laws of the State of Indiana.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

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§ 7.1 Termination by Subcontractor

Delete § 7.1

§ 7.2 Termination by the Contractor

Delete § 7.2.1 and replace with: If Subcontractor defaults by failing or refusing to perform properly or abide by any terms, covenants, conditions, or provisions contained in this Agreement, all of which are agreed to be material to this Agreement, Contractor may, at any time thereafter, terminate Subcontractor's right to proceed under this Agreement, upon compliance with the procedures set forth in the balance of this section. Furthermore, it is recognized that if Subcontractor becomes insolvent, is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair Subcontractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, Contractor shall be entitled to request of Subcontractor or its successors in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to provide such adequate assurance within five (5) days of delivery of the request shall be a default hereunder, entitling Contractor to terminate Subcontractor's right to proceed under this Subcontract, upon compliance with the procedures set forth in the balance of this section.

If Contractor determines that Subcontractor is in default, and Subcontractor fails to remedy and cure the default within two (2) working days following receipt by Subcontractor of written notice from Contractor of said default or defaults, then Contractor may, at its option, without releasing or waiving its rights and remedies against the Subcontractor's sureties and without prejudice to any other right it may be entitled to hereunder or by law, terminate Subcontractor's right to proceed with all or any part of this Agreement and take possession of the work and all materials of Subcontractor, take assignment of all of Subcontractor's Sub-subcontracts and Purchase Orders, and complete Subcontractor's work by whatever means, method or agency which Contractor may, in its sole discretion, choose.

In the event the Contractor deems any of the foregoing remedies necessary, Subcontractor shall not be entitled to receive any further payment until after the Project shall have been completed. Moreover, all monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative, and other direct and indirect expenses (including attorney's fees) incurred by Contractor incident to such completion, shall be deducted from the Subcontract Amount, and if such expenditures, together with said costs, losses, damages and extra expenses, exceed the unpaid balance of the Subcontract Amount, Subcontractor agrees to pay promptly to Contractor, on demand, the full amount of such excess, including costs of collection, attorney's fees and interest thereon at the maximum legal rate of interest until paid.

Contractor's determination of Subcontractor's default or defaults and Contractor's decision as to Subcontractor's failure to remedy and cure said default or defaults upon notification of their existence, made by Contractor in good faith under the belief that a default or defaults existed under the terms hereof and that Subcontractor failed to remedy and cure said default or defaults, shall be conclusive as to Contractor's right to proceed as herein provided. The liability of Subcontractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Contractor in good faith under the belief that such payments or assumptions were necessary or required, (a) in completion of the work and providing labor, materials, equipment, supplies and other items thereto or reletting the Agreement, and (b) in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder. A sworn itemized statement thereof or checks or other evidence of payment shall be prima facie evidence of the fact and extent of Subcontractor's liability. If, after notice of termination of Subcontractor's right to proceed pursuant to the preceding portions of this Section, it is determined for any reason that Subcontractor was not in default, or that its delays were excusable, or that Contractor is not entitled to the remedies against Subcontractor provided herein, then Subcontractor's remedies against Contractor shall be the same as and limited to those afforded Subcontractor under the next paragraph of this Section, dealing with termination for convenience.

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In addition to the preceding portions of this Section, Contractor shall have the right to terminate this Agreement, in whole or in part, without cause upon seven (7) calendar days' written notice to Subcontractor. In the event of such termination for convenience, Subcontractor's recovery against Contractor shall be limited to payment for Work properly executed and reasonable overhead and profit on the Work executed, but only to the extent Contractor actually receives payment for these amounts from the Owner under the Prime Contract for Subcontractor's portion of the Work. Subcontractor shall not be entitled to any other recovery against Contractor, including, but not limited to, anticipated profit on work not performed.

§ 7.2.1 Termination for Convenience

Delete § 7.2.2.2 and replace with: In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed and reasonable overhead and profit on the Work executed, but only to the extent Contractor actually receives payment for these amounts from the Owner under the Prime Contract for Subcontractor's portion of the Work. Subcontractor shall not be entitled to any other recovery against Contractor, including, but not limited to, anticipated profit on work not performed.

§ 7.3 Suspension by the Contractor for Convenience

Delete last sentence of § 7.3.1 and replace with: In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum, but only to the extent that Contractor receives an equitable adjustment in its Contract Sum and Contract Time under the Prime Contract for Subcontractor's portion of the Work.

Delete second sentence of § 7.3.2 and replace with: Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption, but only to the extent Contractor actually receives such profit from the Owner under the Prime Contract for Subcontractor's portion of the Work.

§ 7.4 Assignment of Subcontract

Delete § 7.4.1

Delete § 7.4.2 and replace with: Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract. Subcontracting any portion of this Subcontract includes, but is not limited to, paying individuals or entities for any portion of the Work as independent contractors or "1099 employees." Subcontractor shall take all measures to ensure that Subcontractor is complying with all laws and regulations with regard to independent contractors and "1099 employees," including but not limited to, requiring written independent contractor agreements with any such person or entity and providing such agreements to Contractor. Subcontractor shall indemnify, defend and hold Contractor (and its surety) harmless from and against any claims, damages, losses, attorneys' fees, and expenses arising from Subcontractor's alleged failure to comply with all such laws and regulations.

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.5 Schedule – Insert new sections as follows:

§ 9.5.1 Time is of the Essence. Subcontractor warrants and acknowledges that it has fully reviewed the Work required under the Subcontract and other factors relating to completion including Subcontract Documents, availability of labor and materials, and the construction site. Subcontractor represents and warrants to Contractor that the Work required to be completed under the Subcontract can be completed in a timely fashion within the period of time designated in the Subcontract. All work will be completed in accordance with Contractor's published project schedule. Subcontractor acknowledges that time is of the essence in completing its Subcontract work and that Contractor is relying upon Subcontractor to complete the Subcontract work in a timely fashion.

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§ 9.5.2 Acceleration of Work. If, in the opinion of Contractor, the Subcontractor is not proceeding with the prosecution of the Work in a timely fashion, and such failure to proceed is due to the act, omission, or negligence of the Subcontractor, its agents, employees or Sub-subcontractors, then Subcontractor shall, immediately and at no additional cost, work such overtime, additional shifts, Sundays, or holidays, as may be required to correct said delays and to ensure no further delays to the completion of the Work called for by this Subcontract. In the event that Contractor orders such acceleration of work, Subcontractor shall comply without any additional costs or expenses charged to Contractor. Subcontractor shall immediately take some or all, but not limited to, any of the following actions at no additional cost to Contractor:

.1 Increase manpower in such quantities as will substantially eliminate the backlog of work and put Subcontractor's Work back on schedule.

.2 Increase the number of working hours per shift, shifts per working days, working days per week, or the amount of equipment, or any combination thereof which will substantially eliminate the backlog of work and put Subcontractor's Work back on schedule.

.3 Reschedule activities to achieve maximum practical concurrency of accomplishment of activities and put Subcontractor's Work back on schedule.

If Subcontractor fails to take any of the above actions within twenty-four (24) hours after receiving notice from Contractor, Contractor may take any action it deems necessary to bring Subcontractor's Work back on schedule, and deduct the entire cost of such actions from the amounts due or to become due Subcontractor and if the amounts due or to become due Subcontractor are insufficient to fully reimburse Contractor for all costs and expenses, including reasonable attorneys' fees, Subcontractor shall immediately pay those costs and expenses to Contractor.

§ 9.5.3 Notice of Delays. If for any reason beyond its control, Subcontractor shall be materially delayed at any time in the progress of the Work under such circumstances as would entitle Contractor to an extension of time under the Prime Contract, Subcontractor shall be entitled to a corresponding extension of time for completion of Work; provided Subcontractor shall have filed with Contractor a written claim for such extension that complies with the requisites for making a claim under the Prime Contract and in sufficient time to permit Contractor to file such a claim against Owner for an extension or other relief under the Prime Contract.

§ 9.5.4 No Damage for Delay. The Subcontractor expressly agrees that the Subcontractor's sole remedy for delay shall be an extension of contract time equal to the delay caused and then only if a written claim for delay is made by the Subcontractor within two (2) business days from the time of the beginning of the delay. The Subcontractor shall make no demand for damages or extended overhead resulting from the delay and the Subcontractor shall not be entitled to payment or compensation of any kind for direct, indirect, or impact damages arising because of any hindrance or delay from any cause whatsoever. Subcontractor acknowledges that it has included in its bid an amount for its protection and to reimburse Subcontractor for delay damages of any kind. Subcontractor further acknowledges that it contemplates and accepts the risk of any delay including, but not limited to, delay caused by weather conditions/events; unavailability of materials or labor; labor issues, strikes or stoppages; lack of access; acts of God; adverse site conditions; loss of productivity or labor efficiencies; suspension of the Work; sequence of the Work; extended general conditions; defects in plans, drawings and specifications; acts or omissions of the Owner, Design Builder, Designer, Architect, Construction Manager, General Contractor, other contractors, subcontractors and suppliers.

ARTICLE 11 PAYMENTS

§ 11.1 Progress Payments

Delete the second sentence of § 11.1.3 and replace with: The Contractor shall pay the Subcontractor each progress payment no later than fourteen calendar days after the Contractor receives payment from the Owner.

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Delete the last sentences of § 11.1.3.

Add new section as follows:

§ 11.1.7.3 Partial Lien Waivers. As a condition precedent to any partial payment to the Subcontractor, Subcontractor shall provide to Contractor with each Application for Payment a corresponding Partial Lien Waiver and Affidavit in a form acceptable to the Contractor. The Subcontractor shall require in each of its Sub-subcontracts partial lien waivers, affidavits and releases from such Sub-subcontractors, if any, in a form acceptable to the Contractor.

Delete § 11.1.10 and replace with:

§ 11.1.10 Mechanic's Liens. To the fullest extent permitted by law, the Subcontractor for itself and its subcontractors, laborers and materialmen and suppliers and all others directly or indirectly acting for, through, or under it or any of them covenants and agrees that no liens or claims, whether a mechanic's lien or an attested account or otherwise, will be filed or maintained against the Project or the Project's premises or any part thereof or any interest therein or any improvements thereon or against any monies due or to become due from the Owner to Contractor or from Contractor to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished in connection with the Work, and the Subcontractor for itself and its subcontractors, laborers, and materialmen and suppliers and all others above mentioned do hereby expressly waive, release, and relinquish all rights to file or maintain such liens and claims and agrees further that this waiver of the right to file or maintain such liens and claims shall be an independent covenant and shall apply as well to work, labor, and services performed and materials, supplies, equipment and other items furnished under any change order or supplemental agreement for extra or additional work in connection with the Project.

If any subcontractor, laborer, materialman or supplier of the Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim against the Project or its premises or any part thereof or any interest therein or any improvements thereon or against any monies due or to become due from the Owner to Contractor or from Contractor to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to immediately cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise, and upon its failure to do so Contractor shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Subcontract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Contractor chooses, at the entire cost and expense of the Subcontractor, including recovery of attorneys' fees and expenses.

The Subcontractor agrees to indemnify, protect and save harmless Contractor and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including attorneys' fees and expenses, which Contractor and/or the Owner may sustain or incur in connection therewith.

Add new sections as follows:

§ 11.1.11 Payment Conditions. Subcontractor agrees that Contractor shall be under no obligation to pay the Subcontractor for any work done on the Project, until Contractor has been paid therefor by Owner and the provisions hereof, stating the time of progress and final payments and the amount thereof are subject to the condition that Contractor shall receive from Owner progress or final payments in at least the amounts payable Subcontractor on account of work done by Subcontractor on this construction project; otherwise the time when such payments shall be due the Subcontractor shall be postponed until the Contractor has received same from the Owner. The Subcontractor expressly contemplates that payments to it are contingent upon Contractor's receiving payment from Owner, the Subcontractor expressly agreeing to accept the risk that it will not be paid for work performed by it in the event that Contractor is not paid by Owner for such work. The Subcontractor states that it relies primarily for payment for work performed on the Owner's credit and

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ability to pay, and not of the Contractor's and thus the Subcontractor agrees that payment by the Owner to the Contractor for work performed by the Subcontractor shall be a condition precedent to any payment obligation of the Contractor to the Subcontractor. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Contractor's liability to Subcontractor.

§11.1.12 All progress and final payments are subject to the following terms:

.1 Payment to Subcontractor shall not be conclusive of the performance of this Agreement, either in whole or in part, or be constructed as an acceptance of defective work, nor shall the taking of possession of any work done by the Subcontractor, by Contractor or Owner, be deemed as an acceptance.

.2 If requested by Contractor, as a condition precedent to the issuance of final payment, the Subcontractor shall submit satisfactory to Contractor that all indebtedness relating to the Work has been satisfied by Subcontractor.

.3 Contractor may deduct from any payment due Subcontractor, including final payment, on the Project, a sum equal to any and all back charges, credits and/or other damages due Contractor from Subcontractor from or relating to the Work.

.4 Contractor shall have the right and ability to directly contact any person or entity who has furnished material or labor through Subcontractor for the Work for the purposes of determining (1) any amounts due and owing to such person or entity on account of any material or labor furnished through the Subcontractor for the Work, and (2) any amounts due and owing such person or entity from Subcontractor for any reason. Subcontractor shall fully cooperate with Contractor to obtain this information, including but not limited to providing Contractor a list of suppliers, materialman, and sub-subcontractors and the name and telephone number of the person to contact for each supplier, materialmen and sub-subcontractor. Subcontractor shall immediately notify Contractor should any of this information change.

.5 All payments by Subcontractor to any materialmen, supplier, laborer and sub-subcontractor shall (1) specifically identify by written notification on each check that the payment solely relates to the Project; and (2) include language that limits application of the payment to amounts owed on the Project.

.6 Notwithstanding any of the provisions set forth herein, Contractor and Subcontractor hereby agree that in addition to any other means, methods, or procedures for payment set forth herein, payment of sums due to Subcontractor hereunder may be made in the form of checks issued jointly to Subcontractor and to one or more of its Sub-Subcontractors and/or suppliers on the Project. Contractor and Subcontractor further agree that payments of sums owing to Subcontractor may be made directly to any sub-subcontractors or suppliers if and to the extent claims of non-payment are hereby asserted by such parties. Payments in any such manner shall constitute payment hereunder and complete satisfaction of Contractor's obligations hereunder and the full amount of such payment, whether paid to Subcontractor, issued jointly, or paid directly to sub-subcontractor or supplier shall be credited against the Subcontract amount set forth in the Agreement. It is the specific agreement of the parties hereto that payment in any of the foregoing manners shall be at the sole option and discretion of Contractor and the Contractor shall have no duty or obligations to make payments jointly or directly to third parties, nor shall any subcontractor, supplier or lender of Subcontractor, or any other third party, be or have rights of a third-party beneficiary with respect to the foregoing.

§11.3 Final Payment

Add new sections as follows:

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§11.3.3 Final Lien Waiver. As a condition precedent to final payment to the Subcontractor, Subcontractor shall provide to Contractor with its final Application for Payment a corresponding Final Lien Waiver and Affidavit in a form acceptable to the Contractor. The Subcontractor shall require in each of its Sub-subcontracts final lien waivers, affidavits and releases from such Sub-subcontractors, if any, in a form acceptable to the Contractor.

§11.3.3 Acceptance of final payment by the Subcontractor shall constitute waiver of any and all claims by the Subcontractor against the Contractor and Owner.

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

Delete § 12.1.1 and replace with: Subcontractor shall maintain in full force and effect throughout the entire term of this Agreement, insurance coverage as required by the Subcontract Documents and Prime Contract, including but not limited to coverage insuring Subcontractor's, Contractor's, and their agents, servants' and employees' liability to pay for any property damage, bodily injuries or death received or sustained by any person or persons, including employees of Contractor or Subcontractor, in any manner caused by, arising from, incident to, connected with, or growing out of the work governed by this Agreement. The Subcontractor must comply with all Insurance Requirements set forth in Exhibit B-1 to this Agreement.

Delete § 12.1.2 and replace with: Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Subcontractor's Work (before mobilization) until completion of all obligations under the Agreement and, with respect to Subcontractor's completed operation coverage, until the expiration of any applicable statute of repose.

§ 12.1.4 Certificates of Insurance

§ 12.1.4 - Insert after last sentence: All certificates of insurance shall also include (1) coverage will not be cancelled or allowed to expire without 30 days written notice to Contractor; (2) if any coverages are subject to or in excess of any deductibles or self-insured retention, the deductibles and/or self-insured retention must be stated on the certificate (and must be approved by Contractor); (3) deductibles and self-insured retentions are the sole responsibility of the Subcontractor; and (4) evidence that Owner, Contractor, Architect, and any other person or entity required by the Subcontract Documents or the Prime Contract, and all their assigns, subsidiaries, and affiliates are included as additional insureds on a primary and noncontributory basis.

§ 12.1.6 Additional Insured Obligations

Delete § 12.1.6 and replace with: All Subcontractor furnished policies required by this Agreement shall include Owner, Contractor, Architect, and any other person or entity required by the Subcontract Documents or the Prime Contract, and all their assigns, subsidiaries, and affiliates as additional insureds ("Additional Insureds") and provide additional insured coverage of not less than the amounts specified in this Agreement and shall also provide a defense and coverage to Additional Insureds for alleged bodily injury, death, or property damage caused or alleged to be caused in whole or in part by the conduct, fault, or negligence of any of the Additional Insureds or arising from Additional Insureds' activities. Additional Insured status must be provided for ongoing operations and completed coverage, which shall extend to the expiration of the applicable statute of repose. Subcontractor's policies must be primary, not contributing with and not in excess of the coverage of any of the Additional Insured's own policies.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

Delete § 12.2.1 and replace with: To the extent payment and/or performance bonds are required as set forth in the Subcontract Work Order, such payment and/or performance bonds each shall be in the penal sum of 100% of the Subcontract Price, on approved forms, including any dual obligee rider, and with such surety as may be acceptable to the Owner and/or the Contractor.

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ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

Add new sections as follows:

§13.3.1 Compliance with Labor and Employment Laws. Subcontractor warrants and represents to Contractor that Subcontractor, in performing the Work required hereunder, shall comply with all applicable federal, state and/or local or municipal laws, rules, regulations, codes and ordinances, including but not limited to the Fair Labor Standards Act, the Equal Pay Act, the Walsh-Healey Public Contracts Act, the Occupational Safety and Health Act, the Federal Safety and Health Act of 1970, the Davis-Bacon Act, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Employee Retirement Income Security Act of 1974, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the National Labor Relations Act, all state regulations relating to safety education and training and occupational safety standards commissions respectively.

Furthermore, the Subcontractor agrees to pay all fees, taxes, including sales and use taxes imposed by any state or federal law for any employment insurance, pensions, retirement funds, or any similar purpose and to obtain and pay for any and all licenses and permits necessary for proper completion of the Work.

Where applicable, the Subcontractor shall furnish the Contractor copies of assurances and other documents in such form as may be required by said laws, rules, regulations or executive orders. In the event the Subcontractor shall fail or refuse to furnish such copies, where applicable, then this Agreement may, at the option of the Contractor and in accordance with the provisions of this Agreement, be declared null and void and of no effect, and the Contractor is hereby authorized without liability or obligation to the Subcontractor, to relet the Work described herein to any other person, firms, or corporation it so chooses. Where required by applicable law, rules, regulations or executive orders, equal opportunity provisions shall be included herein as a part of this Agreement and shall be included by the Subcontractor in all lower tier subcontracts and material contracts entered into by the Subcontractor.

As required by law, during the term of this contract, the Subcontractor agrees to post a notice, of such size and in such form, and containing such content as set forth below, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Add new sections as follows:

§ 14.8 No Oral Modifications. The parties separately agree that the Agreement can only be modified by a written Change Order or other amendment signed by both parties. Subcontractor expressly assumes all financial risk of any modifications or changes to the Agreement made during the performance of the Work that are not memorialized by a written Change Order or other amendment signed by both Subcontractor and Contractor. A written Change Order or other written amendment signed by both Subcontractor and Contractor is a condition precedent to any obligation by Contractor to pay for any change or modification to the Agreement.

§ 14.10 Inspection and Report. If any part of the Subcontractor's work depends for proper execution or results upon the work of the Contractor, any other Subcontractor or any other separate Contractor on the project, the Subcontractor shall inspect and promptly report to the Contractor any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor to so inspect and report shall constitute an acceptance of the work of the Contractor, other Subcontractors or other separate Contractors as fit and proper to receive his work.

END OF EXHIBIT

SECTION 00 73 39
MINORITY BUSINESS ENTERPRISE REQUIREMENTS

PART 1 GENERAL

1.01 INTRODUCTION

- A. Owner and the Construction Manager, in their commitment to MBE/WBE development have implemented this Minority and Women Business Enterprise ("MBE", "WBE", "VBE" and collectively "MBE/WBE") Participation Program ("Participation Program"). This Participation Program is designed to provide maximum practicable opportunity for MBE/WBEs to participate in the construction of the Project as contractors, subcontractors, suppliers, joint venture partners, or other arrangements that afford meaningful opportunities for MBE/WBE participation, consistent with the goals of delivering the Project on time and within the budgeted amount.
- B. Bidders must make good faith efforts to actively and aggressively seek to meet the established goals. MBE/WBE participation levels will be considered in the determination of whether a bid is responsive. Statement of proposed MBE/WBE Utilization must be submitted with your bid.

1.02 DEFINITIONS

- A. Application for MBE/WBE Program Waiver or Waiver Application means the document(s) submitted by a Contractor to the Construction Manager requesting the bidder's exemption from the Contract Goals and explaining the reasons why the bidder requests the waiver.
- B. Broker means a business entity serving as an intermediary who negotiates contracts of purchase and sale, without assuming any risk of loss.
- C. Certified or Certification means the MBE/WBE is listed on the Indiana Department of Administration Directory of Certified Firms.
- D. "Commercially useful function" means the MBE/WBE is responsible for a distinct element of the work, and carries out its responsibilities by performing, managing and supervising the work involved. In determining whether an MBE/WBE is performing a commercially useful function, factors including, but not limited to, the following will be considered:
 - 1. Whether the MBE/WBE assumes the financial risk of the transaction.
 - 2. Whether the MBE/WBE determines the quality and quantity of material needed and orders the materials.
 - 3. Whether the MBE/WBE installs the material.
 - 4. Whether the MBE/WBE manages or supervises the work involved.
 - 5. Whether the MBE/WBE locates the equipment needed to complete a project and arranges for the equipment to be at the appropriate location on a specified date(s).
 - 6. The amount of work subcontracted by the MBE/WBE. MBE/WBE contractors and subcontractors may not subcontract more than twenty five percent (25%) of the work or the MBE/WBE is deemed not to be performing a commercially useful function. The purchase of materials and supplies by the MBE/WBE is not considered to be subcontracting the work.
 - 7. Whether the MBE/WBE performs according to standard industry practices.
 - 8. Any other criteria deemed pertinent by the Construction Manager.

- E. Contract means any contract awarded by the Construction Manager for construction or the procurement of goods or services, including professional services, related to the Project.
- F. Contract Goal means the targeted amount of participation as measured by the desired percentage of involvement of MBE/WBEs as established in each bid package.
- G. Contractor means a person or entity that contracts with the Owner to provide goods or services.
- H. Disqualified Entity means an MBE/WBE whose Certification has been suspended, revoked or not renewed or that has been removed from the IDOA Directory of Certified Firms.
- I. IDOA Directory of Certified Firms means the list of Certified firms maintained by the Indiana Department of Administration.
- J. Minority means blacks, American Indians, Hispanics, Asian Americans and other similar minority groups, as defined by 13 CFR 124.103.
- K. Minority Business Enterprise, or MBE, means an individual, partnership, corporation, limited liability company, or joint venture of any kind that is at least fifty-one percent (51%) owned and controlled by one (1) or more persons who are United States citizens and a member(s) of a minority group. The MBE must be listed on the IDOA Directory of Certified Firms.
- L. "Participation Plan" means the Minority and Women Business Enterprise Participation Plan the bidder submits that consists of the following documents:
 - 1. A completed Statement of Proposed MBE/WBE Utilization ("Utilization Statement") that sets forth the MBE/WBE subcontractors and suppliers that will perform work under the contract.
 - 2. A copy of the Certification for each MBE/WBE listed in the Utilization Statement and verification the MBE/WBE is listed on the IDOA Directory of Certified Firms.
 - 3. Good Faith Waiver Application (if applicable).
- M. Women Business Enterprise, or WBE, means an individual, partnership, corporation, limited liability company, or joint venture of any kind that is at least fifty-one percent (51%) owned and controlled by one (1) or more women and who are United States citizens. The WBE must be listed on the IDOA Directory of Certified Firms.

1.03 MINORITY AND WOMEND BUSINESS ENTERPRISE CERTIFICATION

- A. MBE/WBEs must be listed on the IDOA Directory of Certified Firms and provide a copy of the MBE/WBE's certification to be eligible to fulfill the Contract Goals. MBE/WBEs, must be listed on the IDOA Directory of Certified Firms at the time the bid is submitted.
- B. If a bidder cannot locate a MBE/WBE to provide work, services, or goods that can be subcontracted or procured the bidder may apply for a Waiver in accordance with Section V. of this Participation Program and submit, as part of the Waiver application, a Petition to Include a Non-Certified MBE/WBE ("Petition for Non-Certified MBE/WBE") in Participation Plan. A bidder may submit a Petition for Non Certified MBE/WBE as part of the Waiver if any of the following conditions are present: (1) there are no Certified MBE/WBEs, that are interested and pursue the work; (2) there are no Certified MBE/WBEs that perform the type of work or supply the products the Non Certified MBE/WBE performs or supplies; (3) a Certified MBE/WBE that performs the work in question or provides the supplies in question do not have the resources to provide the services or supplies outlined in the Petition for Non Certified MBE/WBEs; or (4) Certified MBE/WBEs did not offer the goods or services at a competitive price. The Non-Certified MBE/WBE must have applied for Certification by

the time the bid is submitted. The bidder shall not count the dollar value of the Non-Certified MBE/WBE in the calculation of the Contract Goal. MBE/WBE will verify to Construction Manager that the information set forth in the Petition for Non-Certified MBE/WBE is accurate. If MBE/WBE verifies the information set forth in the Petition for Non-Certified MBE/WBE and grants the Petition, the Non-Certified MBE/WBE must become Certified by the time the work it is to perform pursuant to the bid package begins.

- C. The MBE/WBE must maintain the Certification throughout the duration of the Contract. If MBE/WBE does not grant a Petition for Non-Certified MBE/WBE, then the Bidder must provide alternative MBE/WBE participation of an amount equal to that which was to be provided with the Petition for Non-Certified MBE/WBE, for no increase in the bid or contract amount.
- D. Bidders may utilize Mentor-Protégé Agreements to fulfill the Contract Goals, as outlined in the Mentor/Protégé Program attached hereto. To be eligible to participate in a Mentor-Protégé Program, the protégé must be listed on the IDOA Directory of Certified Firms and must be headquartered in Indiana. If the Mentor/Protégé Agreement is approved by Construction Manager, the approved dollar value of the Mentor/Protégé Agreement may be counted toward the Contract Goals. If the Mentor-Protégé Agreement is not approved, or it is approved for an amount less than requested, then the bidder must provide alternative MBE/WBE participation in an amount equal to that which was to be provided through the Mentor-Protégé Agreement, or the amount not approved, for no increase in the bid or contract amount.
- E. Bidders should verify that all proposed MBE/WBEs are Certified before the bid is submitted, and that the Certifications are maintained through the duration of the Contract. If an MBE/WBE's Certification expires or an MBE/WBE fails to submit the paperwork to renew its Certification in a timely manner during the Contract period, the dollar value of the work performed by the MBE/WBE during the time the Certification has expired will be ineligible to satisfy the Contract Goals. An MBE/WBE must submit the paperwork to renew its Certification pursuant to the rules and/or guidelines of the appropriate certifying agency prior to the date the Certification will expire.
- F. In the event an MBE/WBE is no longer listed on the IDOA Directory of Certified Firms due to the MBE/WBE Certification being suspended, revoked or the renewal application is denied by the appropriate certifying agency before a subcontract has been executed with the Disqualified Entity, the Contractor must meet the Contract Goal with an eligible enterprise or demonstrate that it has made a good faith effort to locate and eligible enterprise and submit a Waiver Application. In determining whether to grant a Waiver Application, Construction Manager may consider whether the Contractor caused or materially participated in the suspension or revocation of the MBE/WBE's Certification or the denial of its renewal application. If a subcontract has been executed with the Disqualified Entity before MBE/WBE has issued a Notice to Show Cause pursuant to 25 IAC 5 or has removed the MBE/WBE from the IDOA Directory of Certified Firms, the Contractor may continue to use the MBE/WBE on the subcontract and receive credit towards the Contract Goal for the MBE/WBE's work. An MBE/WBE will be considered to be Certified until the MBE/WBE has exhausted all appeals pursuant to 25 IAC and any judicial review pursuant to IC 4-21.5.
- G. MBE/WBEs located in other states must be Certified by its home state by an entity that utilizes similar eligibility criteria including on-site visits.

1.04 CALCULATION OF MBE/WBE PARTICIPATION

- A. The following criteria define the expenditures to MBE/WBEs that may be counted towards the fulfillment of the Contract Goals, provided that the MBE/WBE is providing a commercially useful function:

1. One hundred percent (100%) of the aggregate dollar value of the contract amount for construction services with an MBE/WBE Contractor. The MBE/WBE Contractor must subcontract the specified Contract Goals for the requisite bid package to another certified MBE/WBE.
2. One hundred percent (100%) of the aggregate dollar value of the subcontract amount for construction services with an MBE/WBE subcontractor.
3. One hundred percent (100%) of the aggregate dollar value of the subcontract amount for professional services with an MBE/WBE subcontractor.
4. One hundred percent (100%) of purchases from MBE/WBE suppliers. However, not more than sixty percent (60%) of the total Contract Goals can be achieved through the purchase of supplies from MBE/WBEs.
5. One hundred percent (100%) of the aggregate dollar value of fabricated materials supplied by an MBE/WBE who substantially alters the material prior to resale.
6. In a brokerage situation the amount of the fee retained by the broker will be counted toward the Contract Goals. To determine whether or not a subcontractor is a Broker, the Construction Manager will consider industry standard for the particular industry and whether or not the MBE/WBE provides a commercially useful function.
7. One hundred percent (100%) of the approved aggregate dollar value of a Mentor/Protégé Agreement that has been approved by the Construction Manager.

1.05 BIDDING

- A. An MBE/WBE that is bidding as a Contractor must subcontract the Contract Goals set forth in the bid package to other qualified MBE/WBEs, or submit a Waiver Application, the same as a non-MBE/WBE that is bidding as a Contractor.
- B. Within 48 hours following the receipt of bids, the apparent three lowest responsive and responsible bidders shall submit a Participation Plan, which shall consist of the documents enumerated in Section II – Definitions.
- C. In instances where an exact dollar amount to be subcontracted to an MBE/WBE firm cannot be determined, the bidder shall indicate on the Utilization Statement the minimum dollar amount that will be paid to the MBE/WBE firm. (This situation may arise when a bidder proposes to utilize a MBE/WBE that engages in work where a specific bid amount cannot be calculated due to the nature of the work to be performed. Examples include MBE/WBE subcontracting bids for hauling/trucking on a load/trip basis or construction site security with an hourly charge for each security officer.) In these instances, the Letter of Intent should specify the minimum dollar amount that will be paid to the MBE/WBE firm, the relevant quantities and unit cost rates.
- D. If the bidder will not achieve the Contract Goals established for the bid package, the bidder shall, submit a Waiver Application.
 1. If a partial waiver is being requested, a Utilization Statement listing the MBE/WBE firms that will be used to satisfy the portion of the goal that will be met must be included. A Letter of Intent to Perform as a Subcontractor/Supplier for each MBE/WBE firm that is listed in the Utilization Statement must also be included.
 2. The Construction Manager will review Applications for MBE/WBE Program Waivers and make a determination as to the bidder's responsiveness and good faith efforts. Any of the following criteria may be utilized in determining whether good faith efforts have been made:

3. Notice to MBE/WBEs. Whether and when the bidder provided written notice, by mail, hand delivery, facsimile or electronic transmission to all qualified MBE/WBEs that perform the type of work to be subcontracted and advising the MBE/WBEs:
 - a. of the subject work the bidder intends to subcontract.
 - b. that their interest in Subcontracts is being solicited.
 - c. how to obtain information for the review and inspection of Contract plans and specifications.
4. Economically Feasible Subcontract. Whether the bidder selected economically feasible portions of the work to be performed by an MBE/WBE, including, when appropriate, breaking Subcontracts into smaller pieces or combining elements of work into economically feasible units. The ability of the bidder to perform the work with its own forces will not excuse the bidder from making positive efforts to meet the MBE/WBE goals.
5. Consideration of all MBE/WBE Quotations. Whether the bidder considered all quotations received from MBE/WBEs and, for those quotations not accepted, an explanation of why the MBE/WBE will not be used during the course of the Project. Receipt of a lower quotation from a non-MBE/WBE will not, in itself, excuse bidder's
6. failure to meet the MBE/WBE goals. Price alone does not constitute an acceptable basis for rejecting MBE/WBE subcontractor bids unless the bidder can demonstrate that a reasonable price was not obtained from an MBE/WBE.
7. MBE/WBE Assistance. Whether the bidder provided assistance to interested MBE/WBE firms in reviewing the Contract plans and specifications.
8. MBE/WBE Barrier Assistance. Whether the bidder assisted interested MBE/WBE firms in obtaining required bonding, lines of credit, insurance or other barriers of participation in the industry affected by the Contract.
9. Advertisement. Whether the bidder advertised to search for prospective MBE/WBEs to participate in the Contract.
10. Agency Assistance. Whether the bidder contacted any of the following agencies for the purpose of locating prospective MBE/WBEs:

Indiana Department of Administration
Minority and Women Business Enterprise Division
402 West Washington Street, Room W469
Indianapolis, IN 46204
(317) 232-3061

Hagerman
10315 Allisonville Road
Fishers, IN 46038
(317) 577-6836

11. Research Participation Areas. Whether the bidder made efforts to research other possible areas of participation including supplying, shipping, engineering and any other role that may contribute to the production and delivery of the products or services needed to fulfill the Contract.
12. Affirmative Action. Bidder's affirmative action policies or programs as they pertain to the utilization of MBE/WBEs and how those policies are implemented.
13. Response Time. The time the bidder allowed for a meaningful response to its solicitations.
14. Documentation of Statements from MBE/WBEs. Any documentation or statements received from MBE/WBEs who have been listed as having been contacted by the bidder.
15. Availability of MBE/WBEs. The availability of MBE/WBEs to perform the work and the availability, or lack of availability, of MBE/WBEs in the location where the work is to be performed.
16. Other Criteria. Any other criteria deemed appropriate by the Construction Manager.
17. This list is not intended to be exclusive or exhaustive. The bidder may also submit documentation of other types of efforts that they have taken which reflect the quality, quantity and intensity of those efforts.
18. When evaluating Waiver Applications, the Construction Manager reserves the right to verify that any information supplied in the Participation Plan and Waiver Application is accurate. By the submittal of a bid, the bidder acknowledges the right of the Construction Manager to ensure compliance with the Participation Program and thereby agrees to provide, upon request, earnest, diligent and prompt cooperation in the Construction Manager's verification process.
19. In cases where the Construction Manager concludes the bidder's Participation Plan and the Waiver Application is deficient through no fault of the bidder, the bidder may be instructed to submit a modified Participation Plan within five (5) working days from the date of such notice. Failure to submit the modified Participation Plan within the specified period of time may result in the bid being considered non-responsive and may be rejected.
20. In cases where the Construction Manager concludes that the Participation Plan and Waiver Application is deficient as a result of the negligence or misrepresentation of the bidder, or in cases where Construction Manager has determined that the bidder has not cooperated with its efforts to verify the submitted documentation, a bid may be considered non-responsive and may be rejected.
21. If the established Contract Goals are not achieved but the Waiver Application is granted, the bid will be considered responsive. If the established Contract Goals are not achieved and the Waiver Application is denied, a bid may be considered non-responsive and may be rejected.
22. Failure to provide the Participation Plan and/or a Waiver Application may result in the bid being considered non-responsive and the bid may be rejected.
23. By submission of a bid, a bidder thereby acknowledges and agrees to be bound by the regulatory process set forth in 25 IAC 5.
24. A bidder who knowingly or intentionally misrepresents the truth about either the status of a firm that is being proposed as an MBE/WBE or who misrepresents the level of the nature of the amount

to be subcontracted to the MBE/WBE is in breach of contract and may suffer penalties pursuant to Indiana Code 5-16-6.5-5.

25. A Contractor who knowingly or intentionally misrepresents the truth about its status as an MBE/WBE or who misrepresents the level, or the nature of the amount subcontracted to its firm is in breach of contract and may suffer penalties pursuant to Indiana Code 35-44-2-1.

1.06 NOTIFICATION PROCEDURES

- A. Prior to beginning work on a Contract, the Contractor shall perform the following Notification Procedure:
 1. Provide written notification to each MBE/WBE the Contractor designated in the Participation Plan the Contractor submitted as part of its bid that the Contractor has been awarded the Contract ("Notification").
 2. Provide a copy of each Notification to the Construction Manager.
- B. If a Contractor fails to follow the Notification Procedure outlined in Section A, the Construction Manager may deem the failure a breach of the Contract and may take any of the following actions:
 1. Cancel the Contract.
 2. Require the Contractor to return all funds paid to the Contractor under the Contract that was breached by failure to comply with the Notification Procedure.
 3. Exercise any of the Construction Manager's rights set forth in the Contract and Section VIII of this Participation Plan.
 4. Use the Contractor's failure to comply with the Notification Procedure as a basis for finding the Contractor is not a responsible bidder when evaluating the award of any future contracts awarded by the Construction Manager.

1.07 COMPLIANCE

- A. Contractors shall contract with all MBE/WBE firms listed on the Utilization Statement. The subcontract or purchase order shall be for an amount that is equal to, or greater than, the total dollar amount listed on the form.
- B. Contractors shall notify the Construction Manager immediately if any firm listed on the Utilization Statement refuses to enter into a subcontract or fails to perform according to the requirements of the subcontract.
- C. The Contractor's proposed MBE/WBE Contract Goals will become incorporated into and become a requirement of the Contract.
- D. Contractors shall, within thirty (30) days of the execution of the Contract, provide copies of fully executed subcontracts and purchase orders with all MBE/WBEs included in its Participation Plan to the Construction Manager.
- E. During the course of the work, Contractors shall expeditiously provide copies of all change orders, contract modifications, additions and deletions to any and all subcontracts and purchase orders issued to MBE/WBEs.

- F. During the course of the work, Contractors are required to submit monthly reports on forms provided by the Construction Manager detailing the progress of the Contractors in achieving the goals established in the Participation Plan and the Contract.
- G. Contractors shall not substitute, replace or terminate any MBE/WBE firm without prior written authorization from the Construction Manager. Contractors shall not reduce the scope of work or monetary value of a subcontract or purchase order with any MBE/WBE without prior written authorization from the Construction Manager. Contractors shall notify the Construction Manager of any additional awards to MBE/WBEs. Contractor shall submit a new Utilization Statement setting forth the new MBE/WBE that will perform work for the Contractor.
- H. Contractors shall cooperate and participate in compliance reviews as determined necessary by the Construction Manager. Contractors shall provide all necessary documentation to show proof of compliance with the requirements as requested by the Construction Manager.

1.08 NON-COMPLIANCE

- A. If it is determined by the Construction Manager that the Contractor is not in compliance with this Participation Program, the Construction Manager will notify the Contractor within ten (10) days after the initial compliance review or the site visit and identify the deficiencies found and the required corrective action that should be taken to remedy the deficiencies within a specific time period.
- B. If a Contractor is found non-compliant, the Contractor must submit, in writing, a specific commitment, in writing, to correct the deficiencies. The commitment must include the precise action to be taken and the date for completion.
- C. Upon receipt of the written commitment from the Contractor, the Construction Manager will notify the Contractor in writing within ten (10) days after of the acceptability of the commitment. Contractor is aware that making such commitments does not preclude future determinations of non-compliance based on the finding that the commitments were not faithfully performed.
- D. If the Construction Manager determines the Contractor has failed to comply with the provisions of this Participation Program the Construction Manager may impose any or all of the following sanctions:
 - 1. Withholding payment on the Contract until such time that satisfactory corrective measures are made.
 - 2. Adjustment to payments due or the permanent withholding of retainages of the Contract.
 - 3. Suspension or termination of the specific Contract in which the deficiency is known to exist. In the event this sanction is employed, the Contractor will be held liable for any consequential damages arising from the suspension or termination of the Contract, including damages caused as a result of the delay or from increased prices incurred in securing the performance of the balance of the work by other Contractors.
 - 4. Advise the Indiana Department of Administration Public Works Division of the non- compliance.
- E. Continued non-compliance may be deemed a material breach of the agreement between the Owner and Contractor, where upon the Owner shall have all the rights and remedies available to it under the Contract or at law.
- F. If an MBE/WBE Contractor, subcontractor or supplier of goods and services violates this Participation Program the Construction Manager may determine the MBE/WBE is ineligible to perform work or provide goods or services for the Project.

1.09 CONTRACTOR

- A. The provisions of this Participation Program will be administered and enforced by the Construction Manager, who shall act on behalf of the Owner.
- B. If requested, the Construction Manager will assist bidders in the identification of Certified MBE/WBE firms for contracts and subcontracts. Bidders are encouraged to contact and work with the Construction Manager to design a plan to meet or exceed established goals.
- C. If requested, the Construction Manager will assist bidders and MBE/WBEs in the Certification and verification processes.
- D. Questions involving this Participation Program should be directed to:

Hagerman
10315 Allisonville Road
Fishers, IN 46038
(317) 577-6836

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

ADDENDUM NO. 3

ISSUED DATE: October 21, 2024
PROJECT: Riverfront Fort Wayne – Phase 2
LAND COLLECTIVE PROJECT NUMBER: No. 1818

LANDSCAPE ARCHITECT:

DAVID RUBIN Land Collective

57 N. 2nd Street
Philadelphia, PA 19106
Tel. 215.383.0540

CIVIL ENGINEER:

Christopher Burke Engineering

PNC Center
115 W. Washington Street, Suite 1368
Indianapolis, IN 46204
Tel. 317.266.8000

STRUCTURAL ENGINEER:

CE Solutions

8770 North Street, Suite 100
Fishers, IN 46038
Tel. 317.818.1912

ELECTRICAL ENGINEER

MSKTD & Associates

1715 Magnavox Way
Fort Wayne, IN 46804
Tel. 260.432.9337

WAYFINDING AND SIGNAGE

One Lucky Guitar

1301 Lafayette Street, Suite 201
Fort Wayne, IN 46802

This Addendum is issued in accordance with the provisions of The General Conditions of the Contract for Construction and becomes a part of the Contract Documents as provided therein.

The information contained herein modifies the 100% Construction Documents dated September 16, 2024. Requirements of the original Bidding Documents remain in effect except as modified by this Addendum.

SPECIFICATION CHANGES**055901 – Metal Edging**

- Added section for metal edging at unit pavers

061500 – Wood Decking

- Added Tropical Forest Products as pre-approved supplier of Ipe and Moso Bamboo

DRAWING CHANGES**L600**

- Detail #5 - Added “Saw cut” control joint language

L601

- Added clarity for doweled slabs and curbs

L602

- Added clarity for doweled slabs

L611

- Added rebar info to Wayfinding Sign

L617

- Added rebar “each way” for turn down

L635

- Added rebar for sonotube foundations

L693

- Added rebar to foundation

L694

- Changed Moso Bamboo to be Ipe Wood Slats

L695

- Added new cheek wall detail

S101

- Updated note for structural steel

END OF ADDENDUM NO. 3

SECTION 055901 - METAL EDGING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Provide metal edging work required for paving and landscape edges as indicated on Drawings and as specified herein. Include, but do not limit to:
 - 1. Type A Custom fabricated metal edging: (Refer to Section 055001, METAL FABRICATIONS – SITEWORK)
 - 2. Type B metal edging; Steel vertical edge.

1.3 RELATED WORK

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that relate directly to work of this Section include, but are not limited to:
 - 1. Section 055001, METAL FABRICATIONS – SITEWORK
 - 2. Section 321413, CONCRETE UNIT PAVING
 - 3. Section 321543, STABILIZED STONE DUST SURFACING
 - 4. Section 321445, PERMEABLE UNIT PAVING.
 - 5. Section 329200, LAWNS AND GRASSES
 - 6. Section 329300, PLANTING.

1.4 REFERENCES

- A. Comply with applicable requirements of following standards. Where these standards conflict with other specified requirements, the most restrictive requirement shall govern.
 - 1. American Society for Testing and Materials (ASTM):

A36	Structural Steel
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1.5 SUBMITTALS

- A. Product Data: Submit manufacturer's printed product data, specifications, standard details, installation instructions, use limitations and recommendations for each material used. Provide certifications that materials and systems comply with specified requirements.
- B. Shop Drawings: Provide large scale shop drawings for fabrication, installation and erection of all parts of the work. Provide plans, elevations and details of anchorages, connections and accessory items. Show all interfaces and relationships to work of other trades.
- C. Samples: Submit representative samples of each shop finished material that is to be exposed in the completed work. Show full color ranges and finish variations expected. Provide samples having minimum size of 144 sq. in.

1.6 ANCHORAGE

- A. Anchorage shall be provided where necessary for fastening metal edging securely in place. Anchorage not otherwise specified or indicated shall include slotted inserts made to engage with the anchors and power-driven fasteners when approved for concrete.

1.7 PRODUCT HANDLING AND STORAGE

- A. Store work off ground and under cover. Protect from damage. Repair and clean work before erection.

PART 2 PRODUCTS

2.1 STEEL EDGING

- A. Steel edging shall be Border Concepts Edging, "Border King", manufactured by Border Concepts, Inc., P.O. Box 471185, Charlotte, NC 28247 or approved equal. Steel edging shall be shop fabricated, 1/4 in. thick x 6 in. deep, or 1/4 in. x 5 in. deep (as indicated on the Drawings) primed and painted Black. Edging shall be furnished in 16 ft. lengths.
1. Steel edging shall have slotted holes for staking steel edging every 30 in. o.c.
 2. Steel stakes shall be 15 in. long, tapered.
 3. Provide manufacturer's end stake and splicer unit.
 4. Provide manufacturer's optional preformed tree rings and tree squares as indicated on the Drawings.
 5. Provide manufacturer's standard touch-up paint for in field touch-up of scratched or marred areas.

2.2 METAL

- A. General: Provide products and materials of new stock, free from defects, and of best commercial quality for each intended purpose.

- B. Steel Angle Edging: Commercial-steel heavy-angle edging, fabricated in sections of standard lengths, with slotted holes in bottom leg of sections to receive bolts for anchorage to supporting substrates as indicated.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Border Concepts, Inc.; A.P.E. (Asphalt Paver Edging).
2. Edging Size: 4 inches (100 mm) wide by 3 inches (76 mm) high.
3. Edging Thickness: 3/16 inch (4.8 mm).
4. Accessories: Standard tapered ends, corners, and splicers.
5. Finish: Standard paint, unless otherwise indicated

- a. Paint Color: Black.

- C. Bolts for Bolted Steel Edging: Chemical anchors.

1. Load Capacity: Capable of sustaining, without failure, a load equal to four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
2. Material: Alloy Group 2 (A4) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

2.3 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Galvanizing: Hot-dip galvanize exterior metal fabrications indicated to be galvanized, in compliance with ASTM A 123, ASTM A 153, or ASTM A 386. Provide minimum 1.5 oz./ft.² zinc coating. Galvanize after fabrication.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of metal edging.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. Provide anchorage devices and fasteners where needed to secure metal edging to in-place construction.
- B. Perform cutting, drilling, and fitting required to install metal edging. Set edging accurately in location, alignment, and elevation; measured from established lines and levels.
- C. Backfill material on each side of edge shall be as specified for adjacent surface and shall be thoroughly compacted by means of power tampers. Extreme care shall be taken not to destroy alignment. Curb sections disturbed during backfilling or otherwise shall be reset to line and grade, and properly backfilled.

3.3 STEEL EDGING

- A. Steel edging shall be installed at locations indicated on the Drawings. Where required, edging shall be cut square and accurately to required length.
 - 1. Steel edging shall be securely staked in required position. Stakes shall be driven every 30 in. o.c. along length of edging.
 - 2. Adjacent lengths of edging shall be spliced together with manufacturer's standard splicer unit.
 - 3. Edging shall be set plumb and vertical at required line and grade. Straight sections shall not be wavy; curved sections shall be smooth and shall have no kinks or sharp bends.

3.4 TOUCH-UP REPAIR

- A. After erection abraded areas of edging surfaces shall be touched-up and repaired with manufacturer's standard materials.

END OF SECTION

PART 1 GENERAL

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

A. Provide all equipment and materials, and do all work necessary to furnish and install the wood decking, as indicated on the Drawings and as specified herein.

- A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that relate directly to work of this Section include, but are not limited to:

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirement shall govern.

- B. Lumber shall bear the grade-trademark of the association under the rules or standards of which they were produced. Grade trademarks shall conform to the rule or standard under which the material is produced, including requirements for qualifications and authority of the inspection organization, usage of authorized identification, and information included in the identification.

3. Lumber shall bear a mark of mill identification.

1.6 SUBMITTALS

- A. Submit shop drawings indicating profiles, sizes, connection attachments, and types of fasteners.
- B. Product Data: Submit product data to Architect for approval, consisting of complete manufacturers product description and specifications.
- C. Verification Samples: Submit minimum of two 5/4 in. x 6 in. x 1 ft. – 6 in. deck board samples of wood decking to be exposed in the finished work, showing full range of color and finish variations expected.
- D. Wood shall be Forest-Safe™, indicating that the supplier buys only from those mills who's forestry practices have been independently certified to conform with the most rigorous standards as set by the Forest Stewardship Council (FSC).
 1. Furnish evidence indicating that source of wood is a plantation farm or other designated source practicing sustain yield concept in forestry, and regulated by governing authorities regarding the growing, harvesting, and replanting of tropical hardwood trees.
 - a. All lumber shall come stamped with the mills Forest Stewardship Council (FSC) chain-of-custody certification number, which allows it to be traced back to the originating well-managed forest.

1.7 COORDINATION

- A. Work under this section shall be properly coordinated with the work of other sections to assure the steady progress of all the work of the Contract.

1.8 PRODUCT DELIVERY AND STORAGE

- A. Materials when delivered to site shall be stacked and stored above the ground under protective coverings or indoors in such manner as to insure proper drainage, ventilation, and protection.
- B. Wood decking materials shall be stored on elevated piles to allow for air circulation below and tipped in one direction to effectively drain moisture. Lumber shall be wrapped completely, including bottoms, in waterproof tarps. Tarps shall be tied down to protect against wind blow-off. Should delays in Project be anticipated, lumber shall be stored in covered storage.

PART 2 PRODUCTS

2.1 FRAMING SYSTEM

- A. Refer to Section 051200, STRUCTURAL STEEL and Section 061054, EXTERIOR ROUGH CARPENTRY.

2.2 DECKING LUMBER

- A. Lumber shall be Ipe (Tebebuia spp.-lapacho group). Lumber shall be of sound stock, new, straight, of consistent size, free of stains and mildew, and kiln or air dried to a moisture content of not more than 12%, by weight. Wood members shall be selected for best possible appearance from the grade of stock specified.
 1. Surface/Dimension: All dimensions shall be as indicated on the Drawings. Lumber shall be S4S (surface four sides), E4E (eased four edges). Edges shall be eased to a radius of 3.2mm (1/8 in.) Dimensions shall be plus or minus 1.0mm (.04 in.) in both width and thickness, measured at 15 - 18% moisture content.
 2. Overlength: Lumber shall be supplied 5.1cm (2 in.) over the specified length, to allow for final trim and proper fit in the field.
 3. End Coating: Lumber shall be supplied with the end sealed with "Anchorseal", or approved equal aqueous wax log end sealer.

4. Mechanical Properties: Ipe wood supplied shall meet or exceed mechanical properties as defined by U.S. Forest Product Laboratories testing methods. Values for mechanical properties based on the 5.1cm (2 in.) standard shall be as follows:

M.C. (Moisture Content)	12%
Bending	174,851kPa (25,360 psi)
Janka side hardness at 12% M.C.	16,369N (3,680 lbs.)
Average air dry density ranges:	1,057 to 1,201kg/m ³ (from 66 to 75 pcf)
Basic specific gravity ranges from:	Metric missing 0.85 to 0.97
Modulus of elasticity	21,649,546kPa (3,140,000 psi) Or 21,650mPa
Maximum crushing strength	89,701kPa (13,010 psi)

5. Friction Properties: Ipe lumber supplied shall meet or exceed the Static Coefficient of Friction for both neolite rubber and leather shoe soles in accordance with ASTM C 1028:

<u>Shoe Material</u>	<u>Dry</u>	<u>Wet</u>
Neolite	.3.25N (73 force in lbs.)	3.07N (.69 force in lbs.)
Leather	.2.45N (55 force in lbs.)	3.51N (.79 force in lbs.)

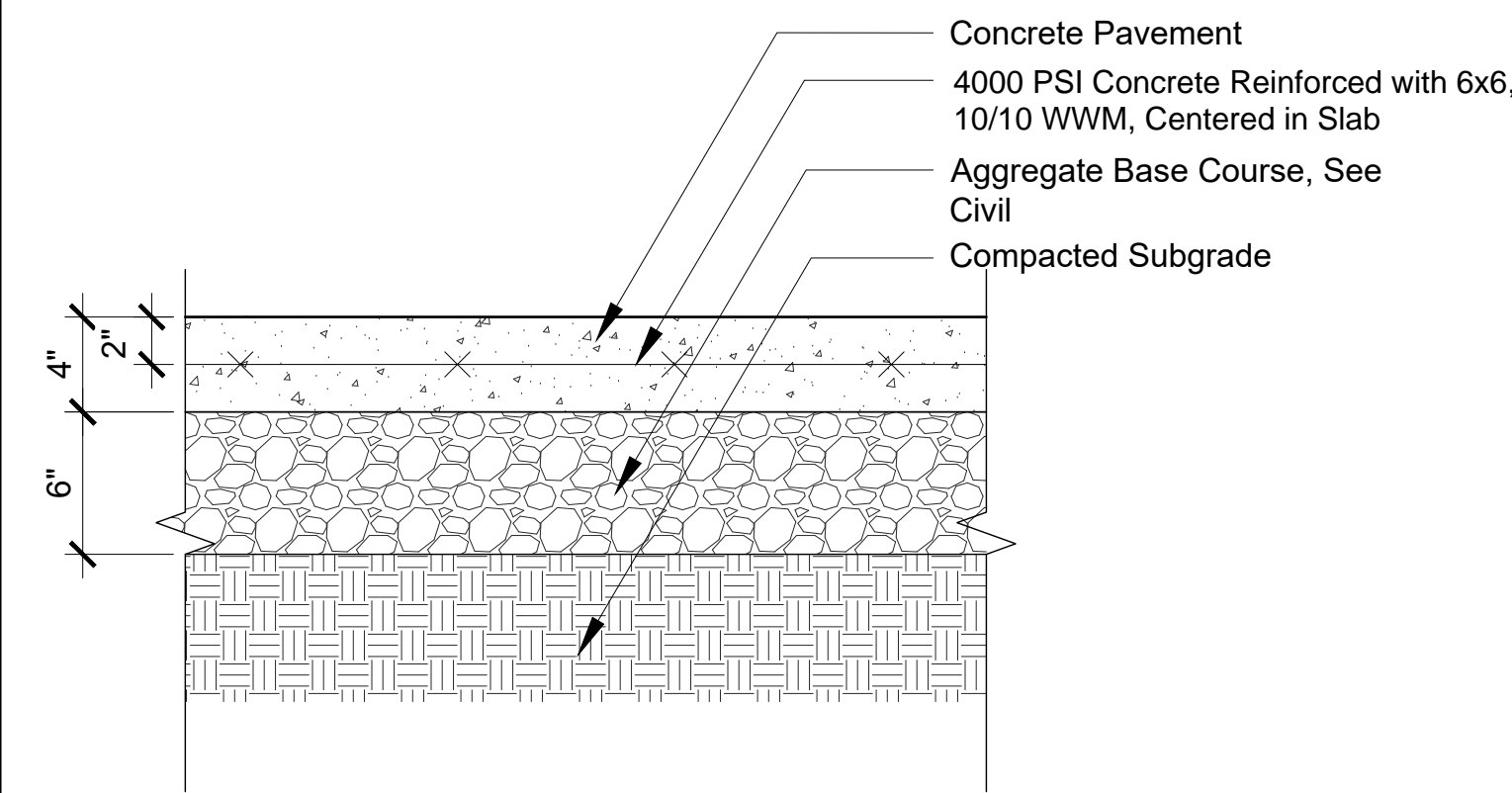
6. Fire Rating: Material shall be naturally fire resistant without the use of any fire retardant preservatives to meet NFPA Class A and UBC Class I.
7. Grade: Lumber shall be graded as per Iron Woods Premium – CAH (Premium-Clear All Heart) grading rules, defined as follows:
Lumber shall be graded both faces, and both edges.
Lumber shall be straight grained and parallel cut without heart center.
Lumber shall be all heartwood, no sapwood allowed.
Lumber shall be in sound condition, free from worm holes or knots.
Allowable imperfections defined as – Natural drying checks, discoloration caused by weathering or chemical reaction, bow or twist which can be removed using normal installation methods and tools.
Not Allowable Imperfections defined as – Longitudinal heart cracks, Internal cracks, Firm or soft sap wood, Fungi Affects – (blue to gray, brown to red, white to yellow, or incipient decay), Deformation – (twisting or bow) which cannot be removed using normal installation methods and tools.
8. Packaging: Lumber shall be stacked with evenly spaced stickers between each layer of boards, to promote proper drying and reduce the possibility of water stain.
9. Bundles: Lumber shall be packaged in bundles of equal length pieces not to exceed 2,087kg (4600 lbs). Top of each unit shall be covered with wood boards to protect against UV and water discoloration. Units shall be individually strapped to wood pallets using high strength steel strapping, with a minimum 4 straps per crate. Direct contact between steel strapping and lumber shall be prohibited. Units shall be crated with wood protection on four sides and clearly marked as TFL Iron Woods, Mill Name, Order No., Lumber dimensions, and quantity.
10. Source: Iron Woods, 660 River Road. Bow, NH 03304; Tel. 1-888-932-9663; Web Site: www.ironwoods.com, or Tropical Forest Products, 6200 Tomken Road, Mississauga L5T 1X7, ON CA; Tel. (905)672-8000; Web Site: www.wearetropical.com; or other Architect approved supplier.

2.3 DECKING HARDWARE

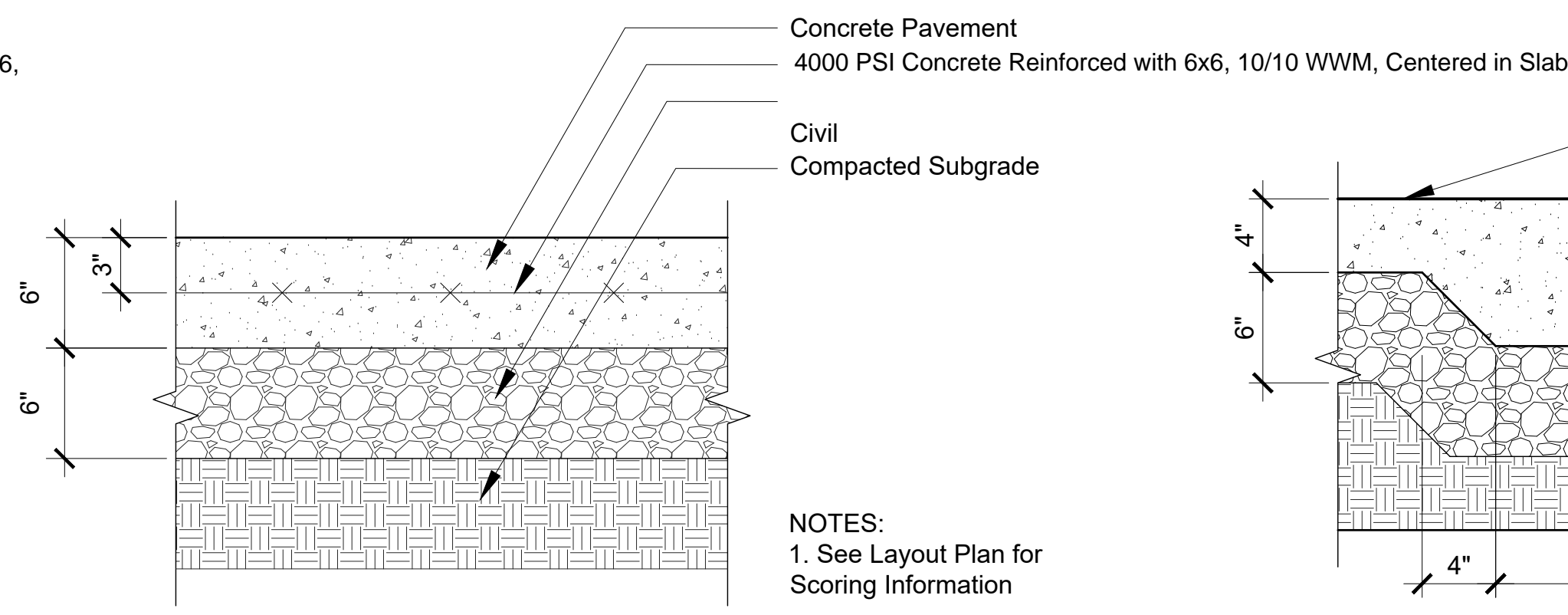
- A. Provide stainless steel hardware required to complete this work and to attach this work in a secure and rigid manner to work of this and other trades, including all brackets, anchors, anchor bolts, thru bolts, washers, nuts, nails, and other hardware. Assist other trades as necessary in the placement of brackets and anchor bolts in concrete and furnish full instructions regarding locations, sizes, and other requirements of the items in order that they may properly prepare their work to receive same. Rough hardware shall comply in all respects with requirements of the governing laws and codes.
- B. Fastening screws for decking shall be Swaneze self drilling #7 trim head stainless steel screws manufactured by Swan Secure Products, Inc., 960 Turnpike Street; Canton, MA 02021; 877-792-6732 Tel. 781-828-1033 Fax, or approved equal.
- C. Fastening screws for decking shall be "Woodpeckers" Flat Head, 6 Lobe Drive and "Woodpeckers" Finishing, 6-Lobe drive Trim Head, Hand-Drive stainless steel screws manufactured by Swan Secure Products, Inc., 7525 Perryman Court, Baltimore, MD 21226; 800-966-2801 Tel; 410-360-2288; Fax (1-800-847-4714), or approved equal.

1. Screws shall be sized so they penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
- D. Fastening Screws for starter boards, end boards, steps & facias shall be one of the following, or approved equal:
1. Fastening screws for decking shall be Swaneze self drilling #7 trim head stainless steel screws manufactured by Swan Secure Products, Inc., 960 Turnpike Street; Canton, MA 02021; 877-792-6732 Tel. 781-828-1033 Fax, or approved equal.
 2. Fastening screws for decking shall be HEADCOTE® color coated trim screws, manufactured by Starborn Industries, Inc., Avenel, NJ 07001; Email: info@starbornindustries.com; Phone: 1-800-596-7747; or approved equal.
 - a. Headcote® #8 x 2-1/2" color coated trim screws, including one Smart-Bit® pre-drilling and countersinking tool and one #2 square drive insert bit.
 - b. Type 305 Stainless Steel with countersinking nibs, square drive recess and type 17 notched point
 - c. Highly durable epoxy based finish
 - d. Colors shall match decking material
 3. Screws shall be sized so they penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
- 2.4 HIDDEN FASTENERS
- A. Heavy duty "Z-Clips" shall be "Heavy Duty SS Clip", manufactured by Monarch Metal Fabrication, 1625 Sycamore Ave., Bohemia, NY 11716; Email: zclip@monarchmetal.com; Phone / Fax Phone: (631) 750-3000/ Fax: (631) 563-8976, or approved equal.
1. Clips shall be fabricated from Type 316 stainless steel.
- 2.5 BUILDING FELT AND PROTECTIVE PAPER
- A. Building felt for general use where freedom from staining is non-essential shall be 15 lb. asphalt-saturated felt conforming to ASTM D 226, Type I.
- PART 3 EXECUTION
- 3.1 WOOD DECKING
- A. Wood decking work required shall include all work, regardless of whether or not each and every item is specifically called for. Refer to Drawings to determine the major extent of the wood decking work required.
- B. The Contractor shall be responsible for structural integrity, connections, and anchorage of wood decking.
- C. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, or not adequately seasoned. Structural members shall be full-length without splices.
- 3.2 FASTENING OF WOOD MEMBERS
- A. Wood decking shall be secured to wood joists with hidden fasteners and screws spaced as indicated on the Drawings, minimum of two at each support.
- 3.3 CLEANING
- A. Upon completion of wood decking work in any given area, remove all rubbish and debris from the work area and leave in clean condition.

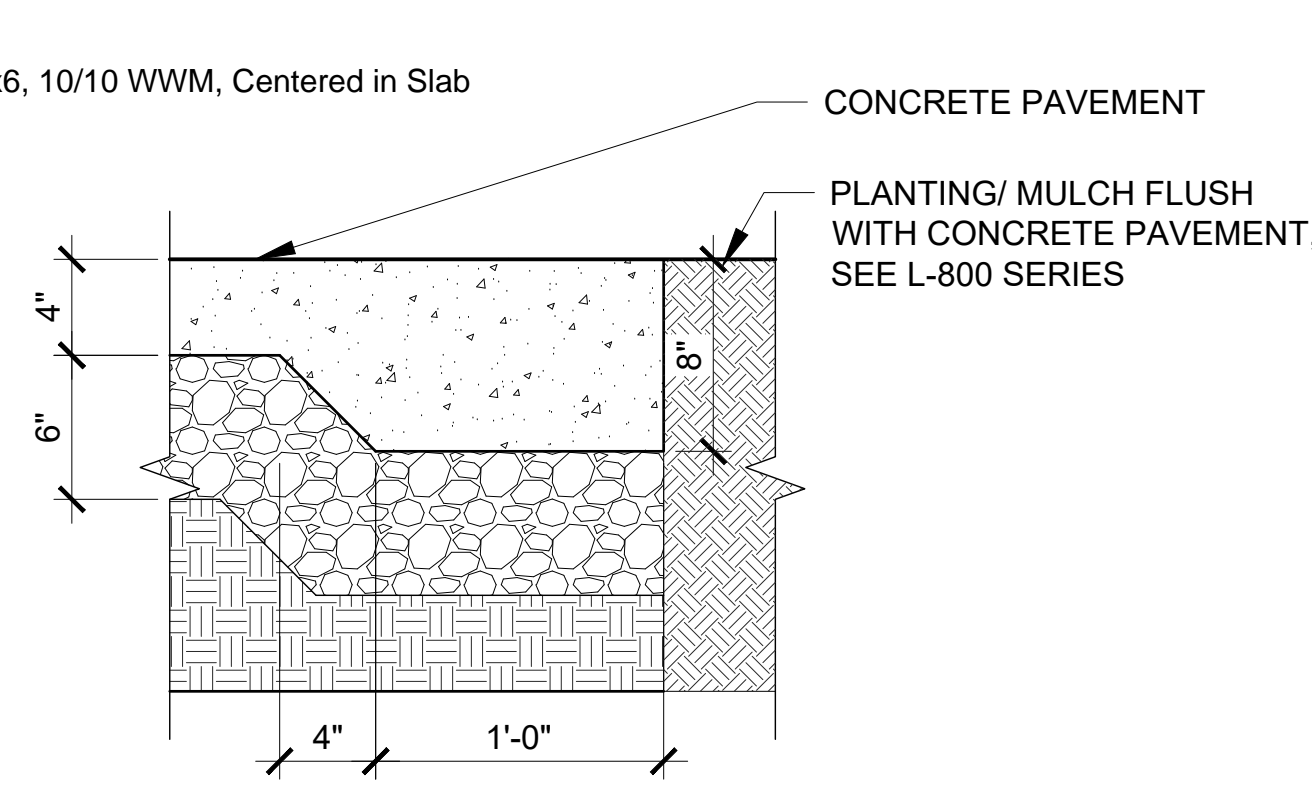
END OF SECTION



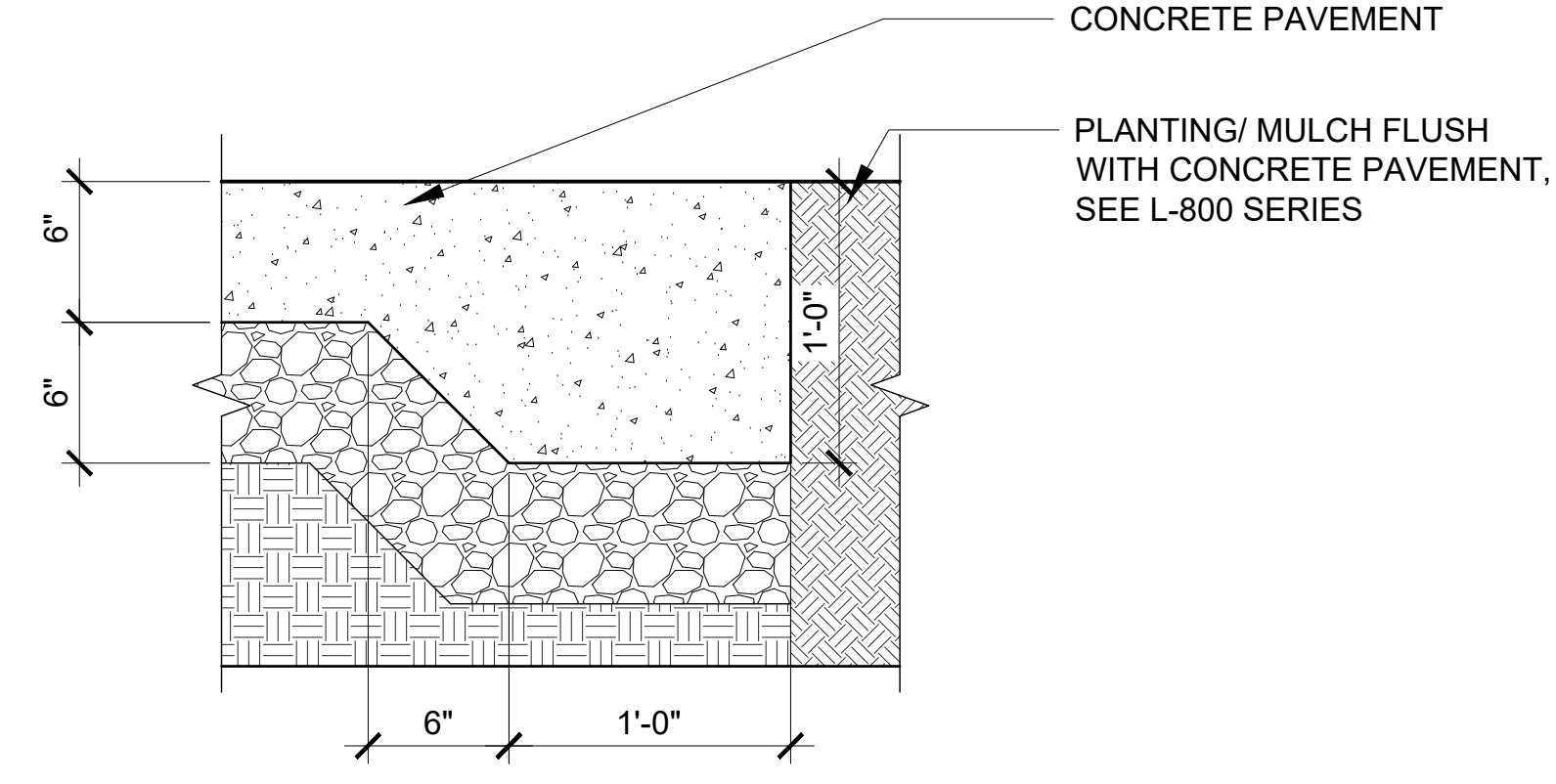
1 Concrete Paving - Pedestrian Grade
1-1/2"= 1'-0"



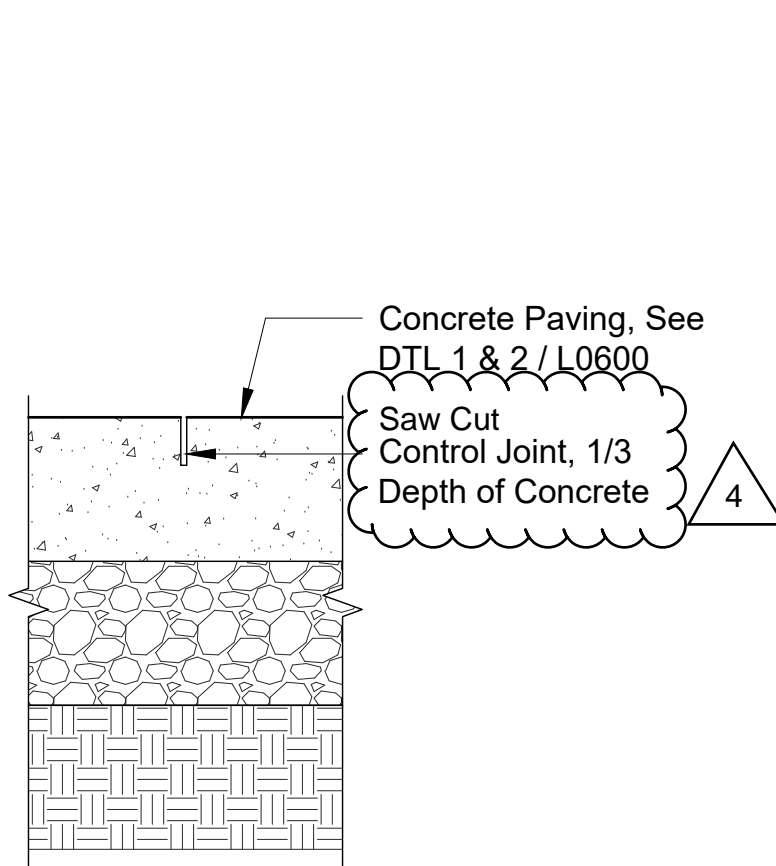
2 Concrete Paving - Vehicle Grade
1-1/2"= 1'-0"



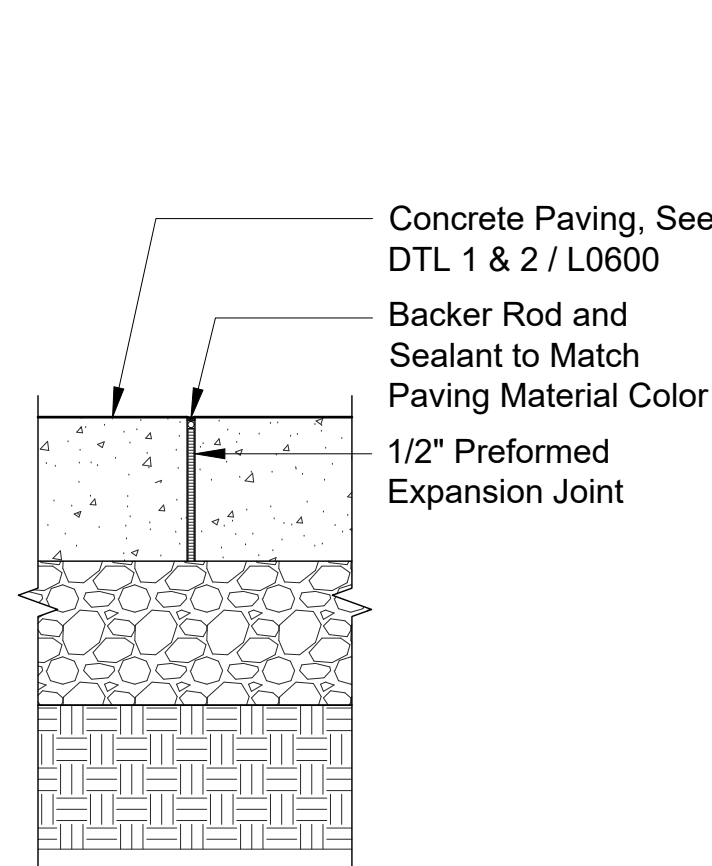
3 Concrete Thickened Edge - Pedestrian Grade
1-1/2"= 1'-0"



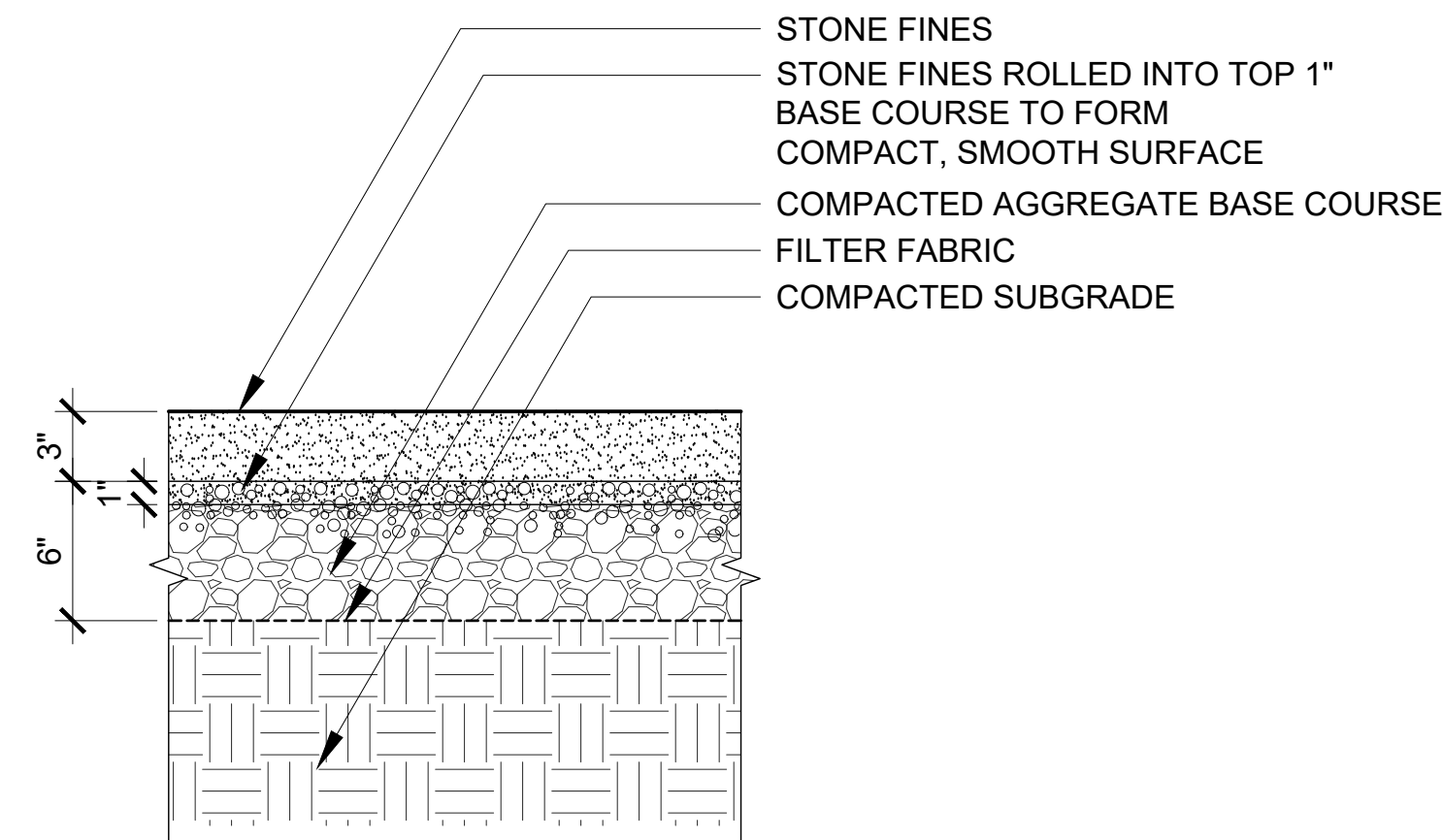
4 Concrete Thickened Edge - Vehicle Grade
1-1/2"= 1'-0"



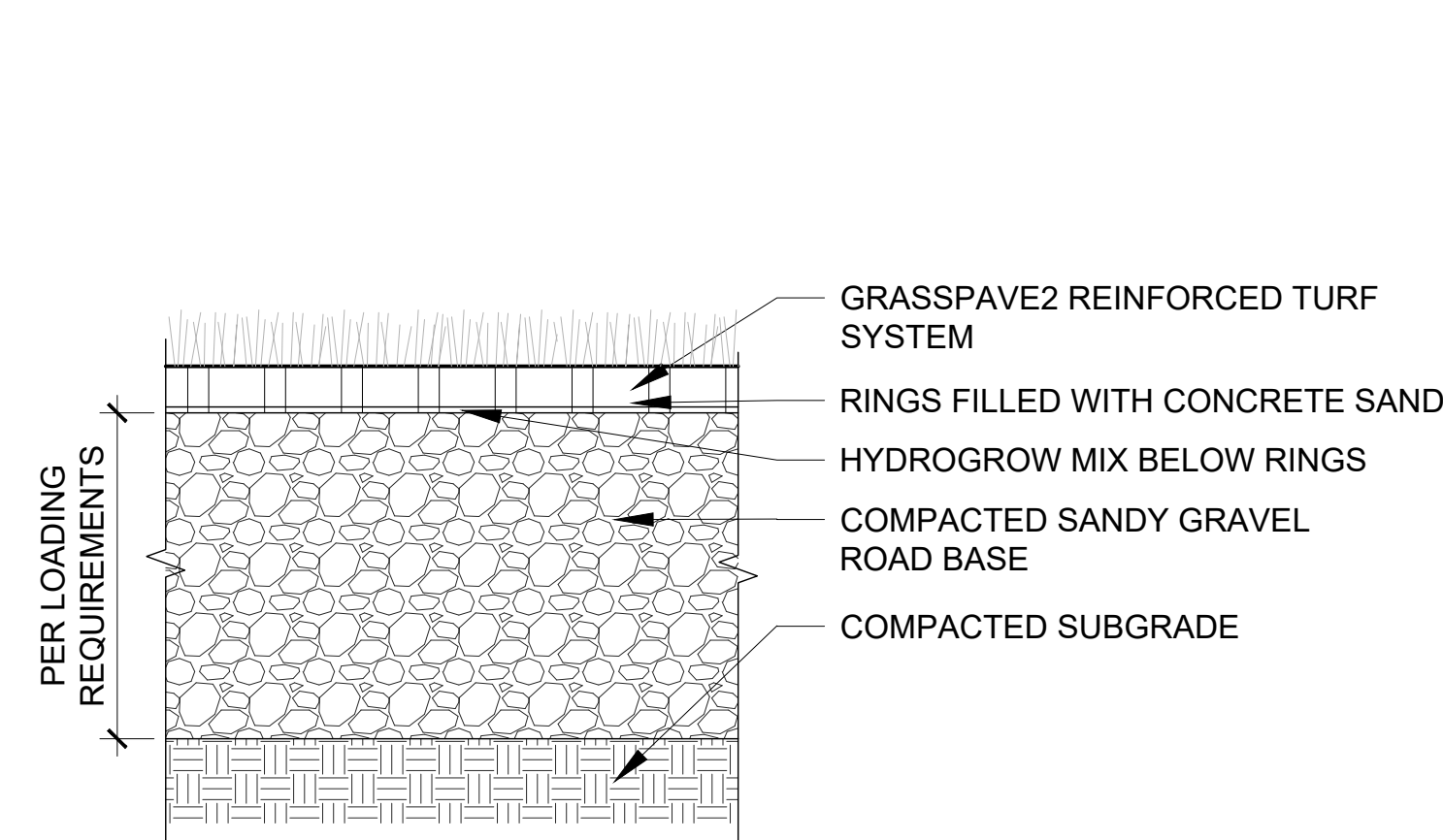
5 Control Joint
1-1/2"= 1'-0"



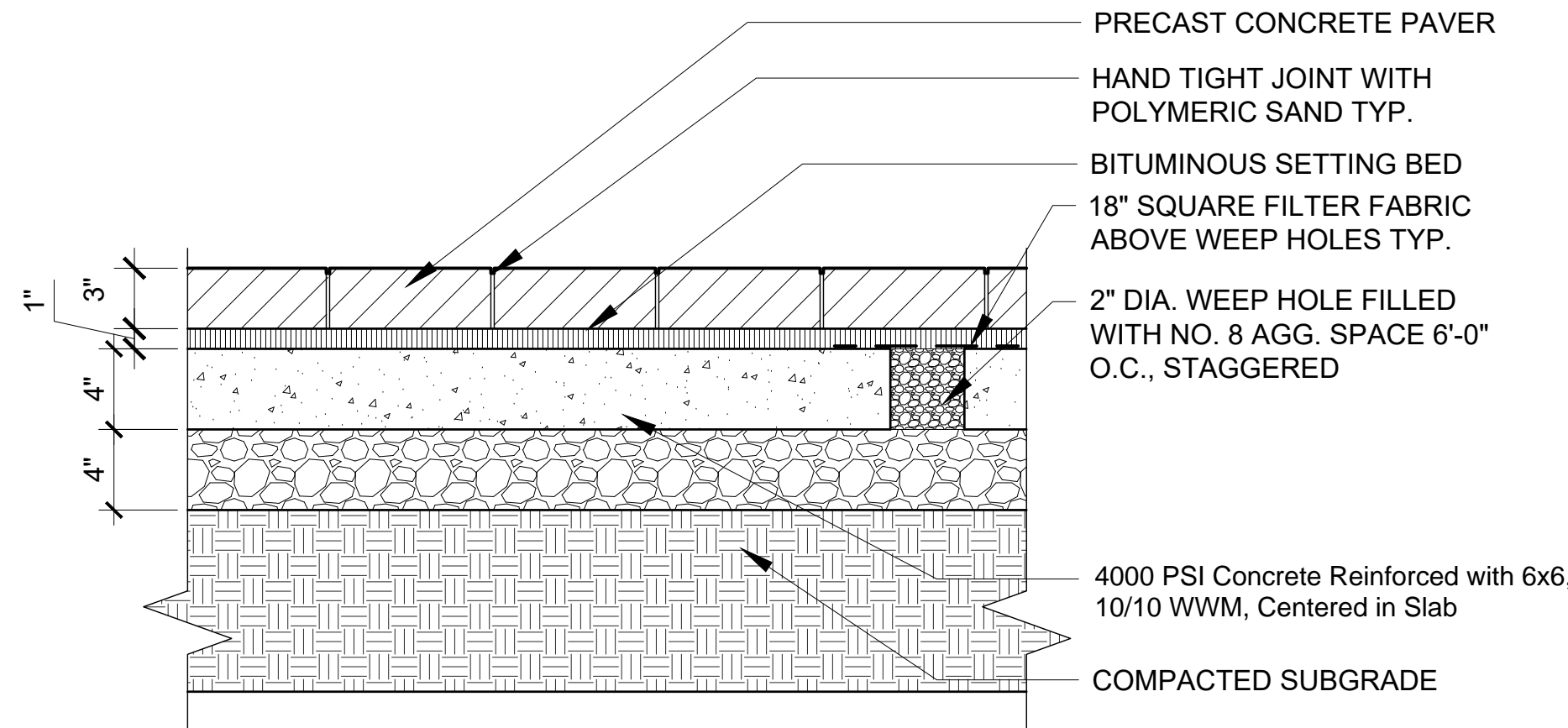
6 Expansion Joint
1-1/2"= 1'-0"



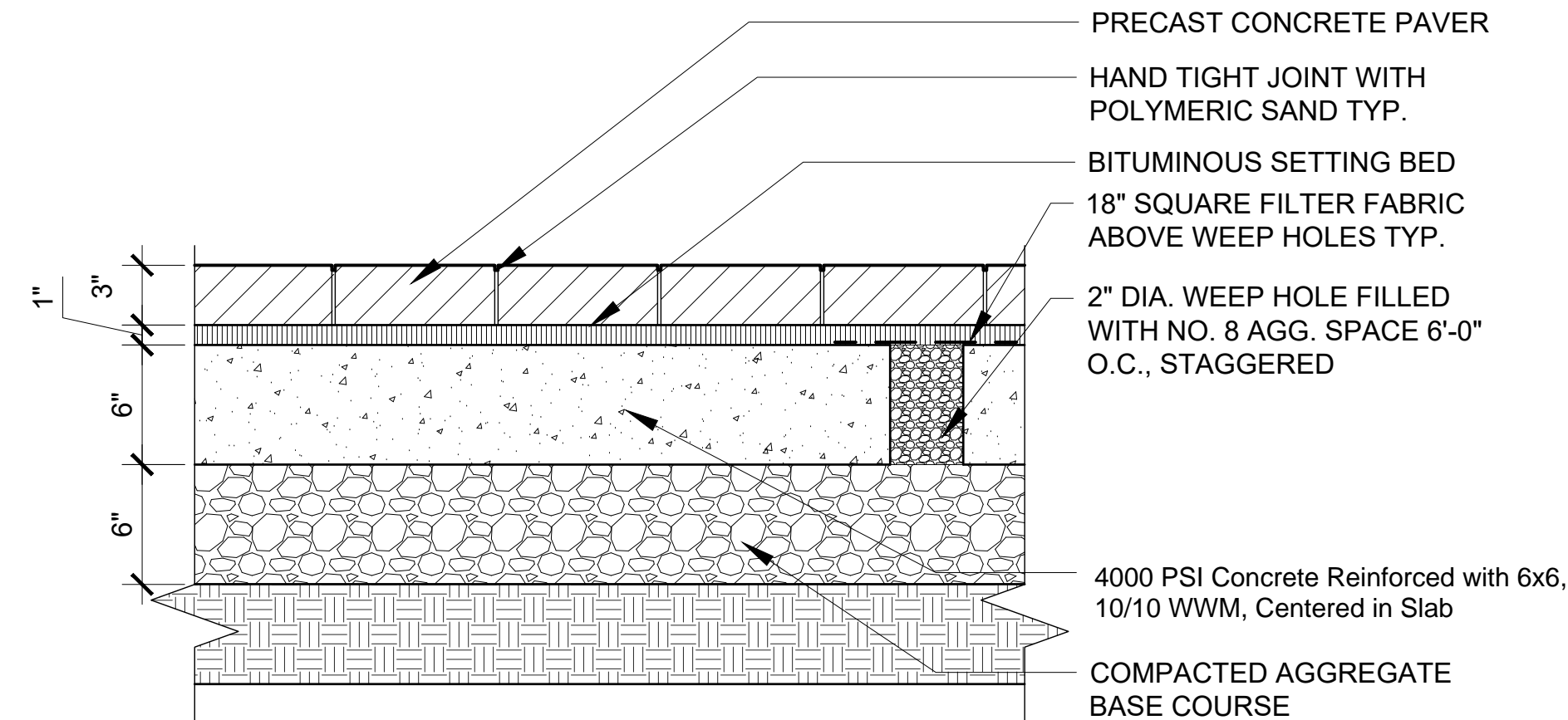
7 Stone Fines
1-1/2"= 1'-0"



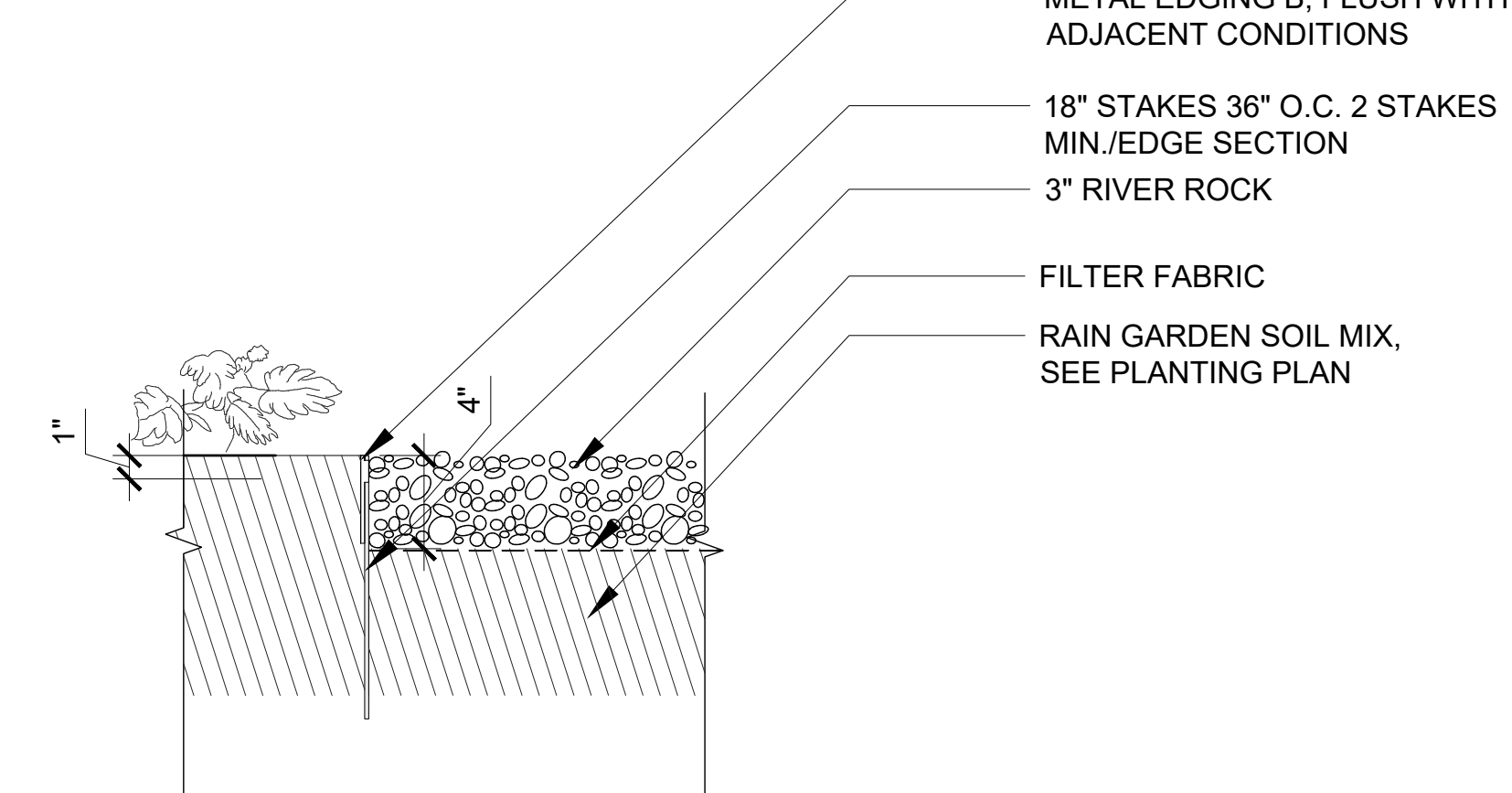
8 Porous Grass Paver System
1-1/2"= 1'-0"



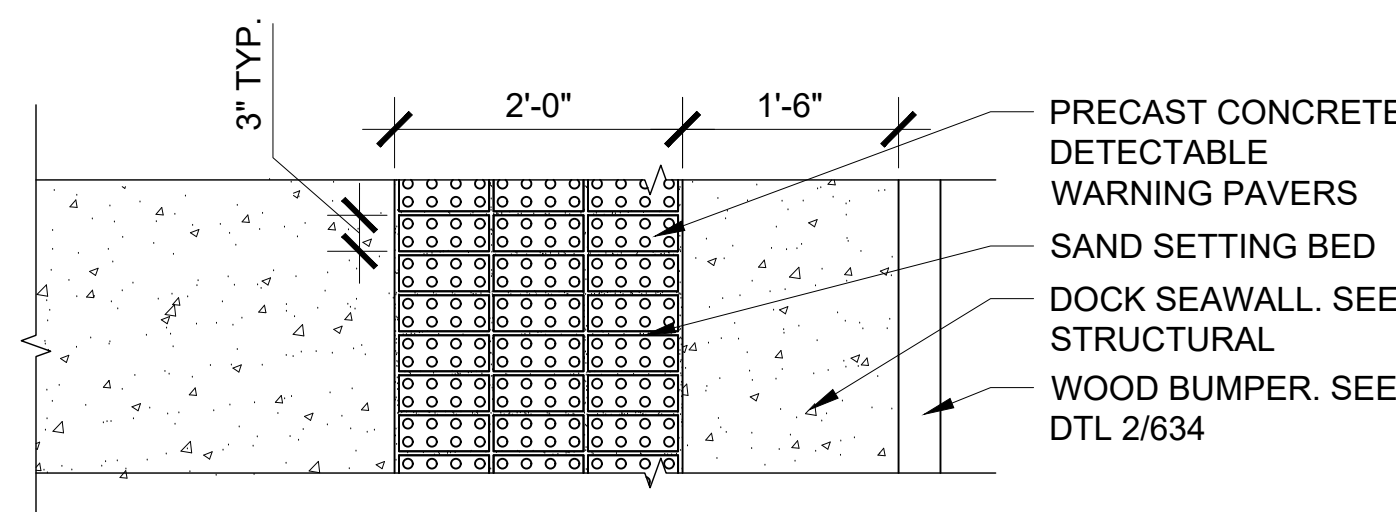
9 Pavers on Concrete Base- Pedestrian Load
1-1/2"= 1'-0"



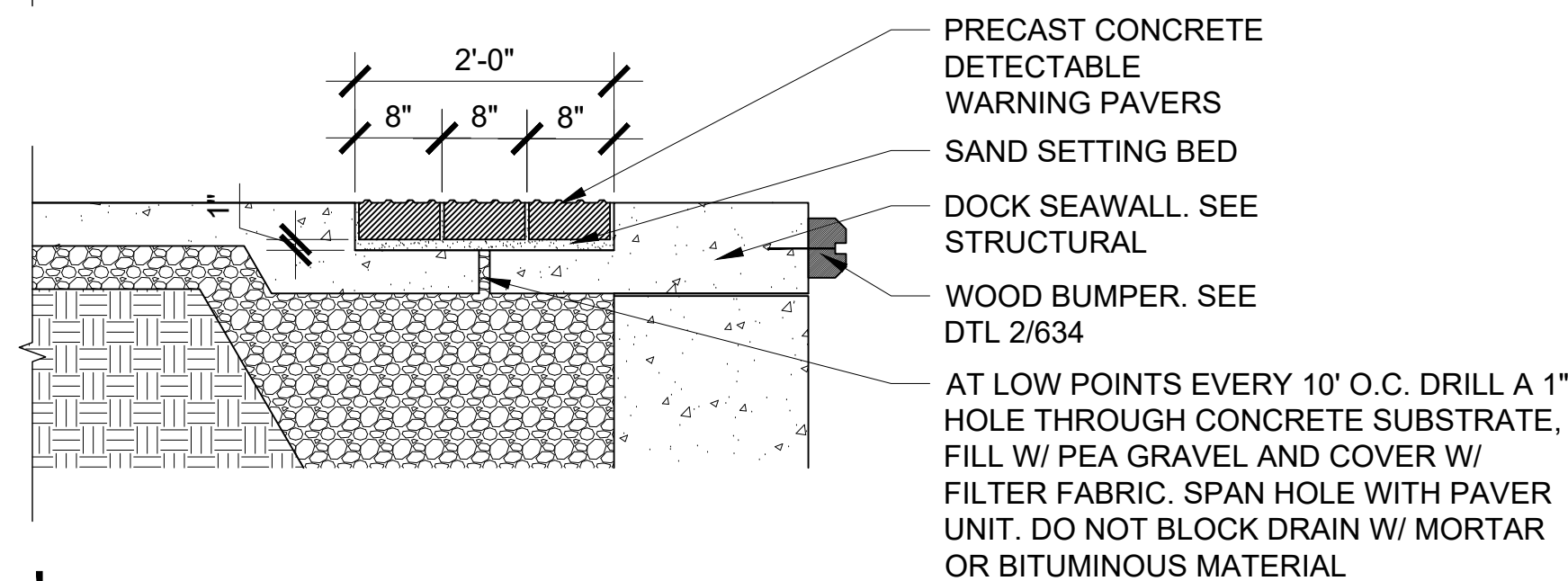
10 Pavers on Concrete Base- Vehicular Load
1-1/2"= 1'-0"



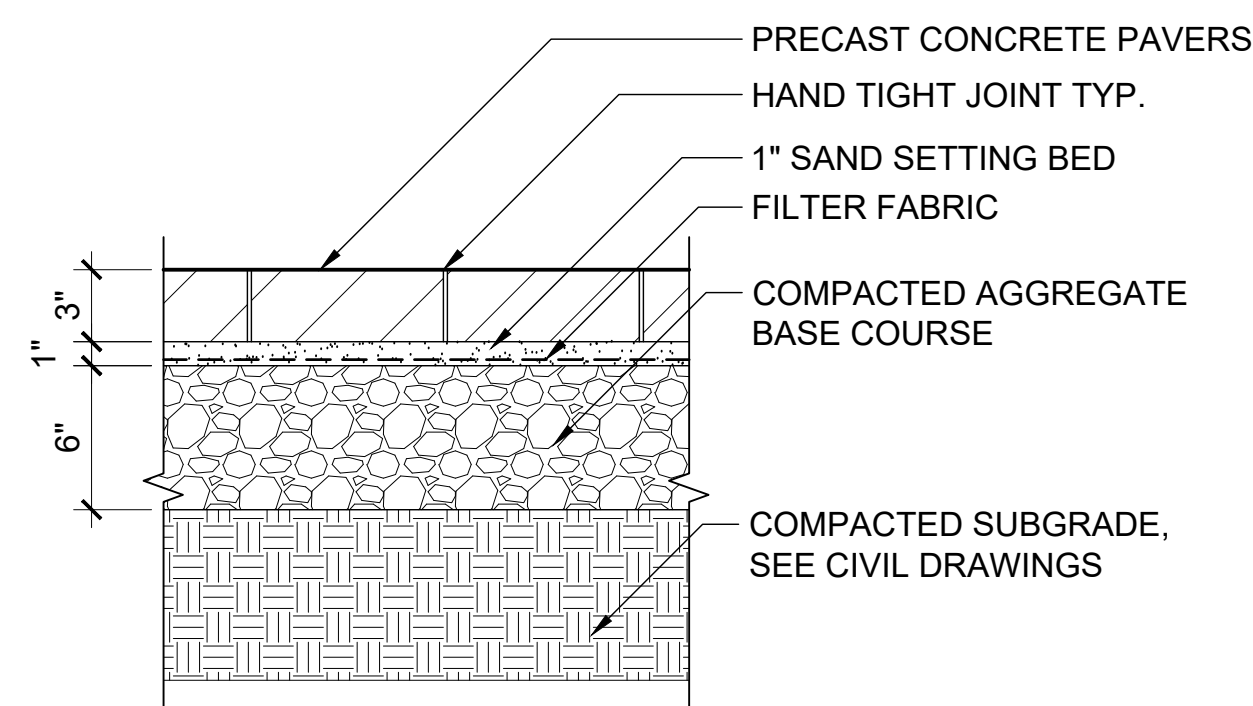
11 RIVER ROCK
1-1/2"= 1'-0"



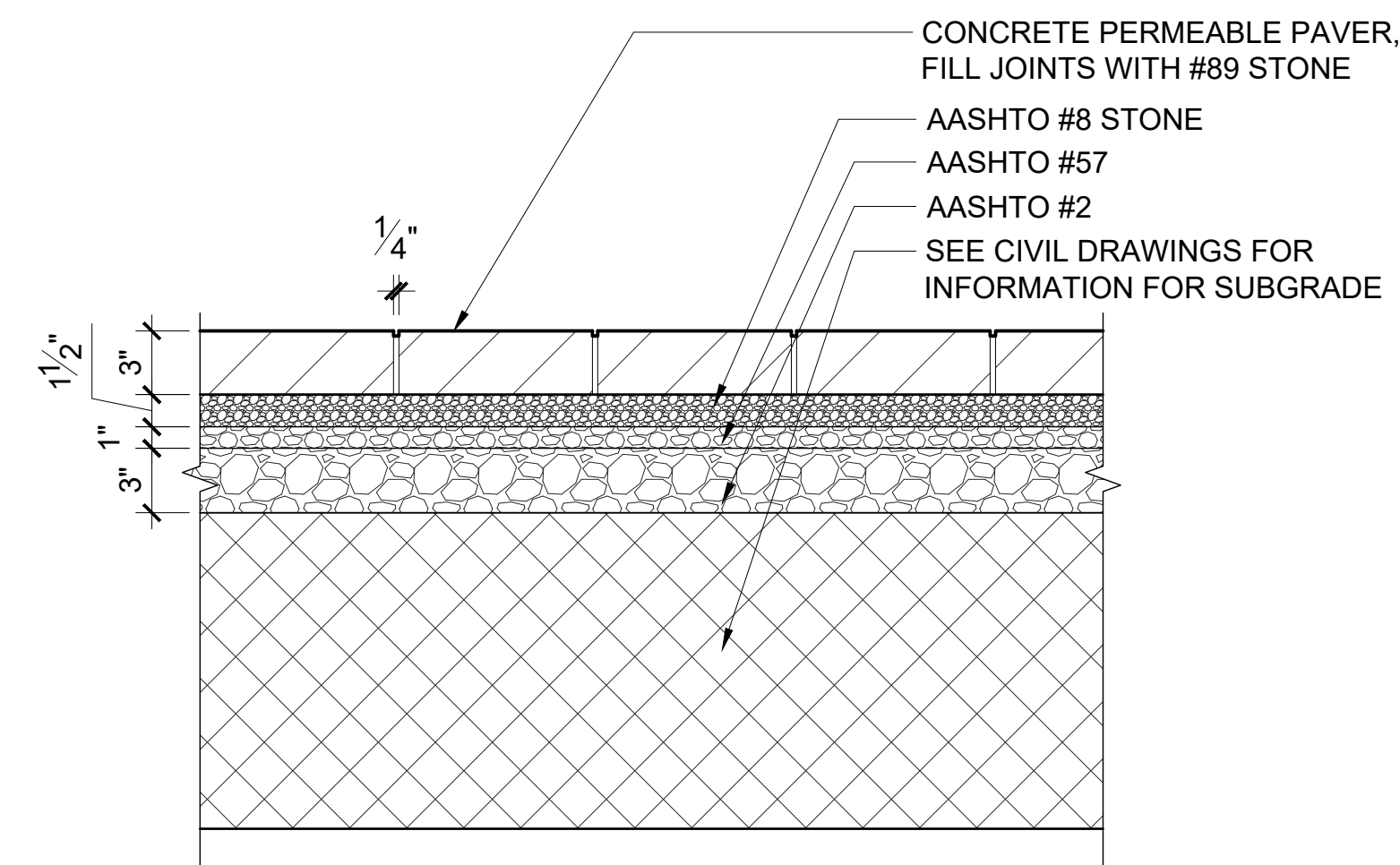
12 Detectable Warning Pavers
3/4"= 1'-0"



13 Concrete Pavers - Pedestrian Load
1-1/2"= 1'-0"



14 Pearmeable Pavers
1-1/2"= 1'-0"



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Riverfront
FORT WAYNE

Public Space Design Phase 2

PROJECT
LANDSCAPE ARCHITECT

Land Collective
DAVID RUBIN

57 North 2nd Street, Philadelphia, PA 19106 / TEL: 215.383.0540
CIVIL ENGINEER



PNC Center: 115 W. Washington Street, Suite 1368
Indianapolis, IN 46204 / TEL: 317.286.8000

STRUCTURAL ENGINEER



8770 North Street, Ste. 100, Fishers, IN 46038 / TEL: 317.818.1912
ELECTRICAL ENGINEER



1715 Magrawe Way, Fort Wayne, IN 46804 / TEL: 260.432.9337
ENVIRONMENTAL GRAPHICS AND WAYFINDING SIGNAGE



1301 Lafayette Street, Suite 201
Fort Wayne, IN 46802 / TEL: 260.969.6872
UTILITY COORDINATION CONSULTANT

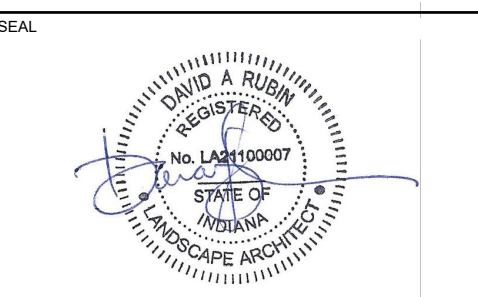


825 S. Barr Street, Fort Wayne, IN 46802 / TEL: 260.420.3114
UNIVERSAL DESIGN CONSULTANT

Skulski Consulting LLC

11084 Mast Court, Fishers, IN 46038 / TEL: 317.408.4424

ISSUED FOR:	
1 100% CONSTRUCTION DOCS.	2024-09-16
2 ADDENDUM #1	2024-10-07
3 ADDENDUM #2	2024-10-17
4 ADDENDUM #3	2024-10-21



SHEET NAME

Hardscape Details

LAND COLLECTIVE © 2024

DATE:	16 SEPT 2024	SHEET NO.: L600
SCALE:	VARIES	
LC JOB NO.:	1818	

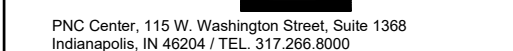


PROJECT _____
LANDSCAPE ARCHITECT _____

Land Collective
DAVID RUBIN

57 North 2nd Street, Philadelphia, PA 19106 / TEL. 215.383.0540

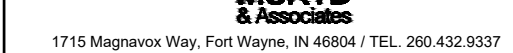
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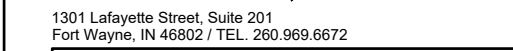
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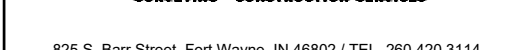
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ELECTRICAL ENGINEER



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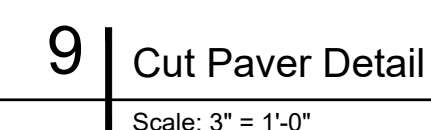
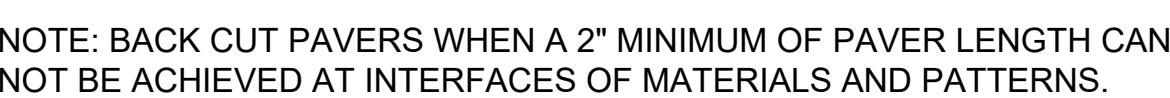
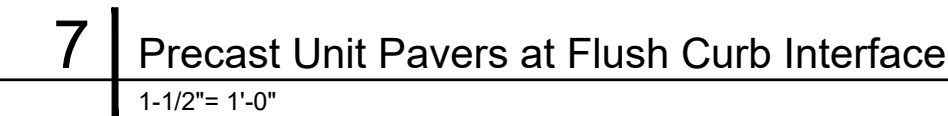
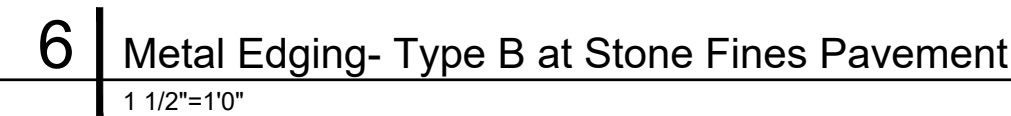
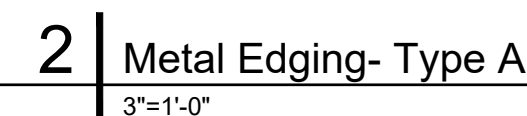
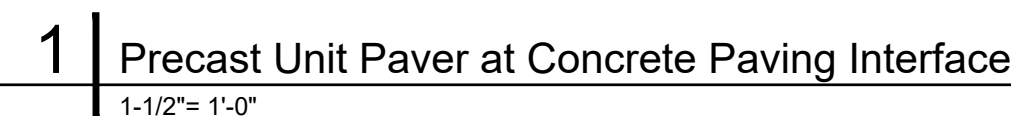
UTILITY COORDINATION CONSULTANT



UNIVERSAL DESIGN CONSULTANT

Skulski Consulting LLC

11084 Mast Court, Fishers, IN 46040 / TEL. 317.408.4424



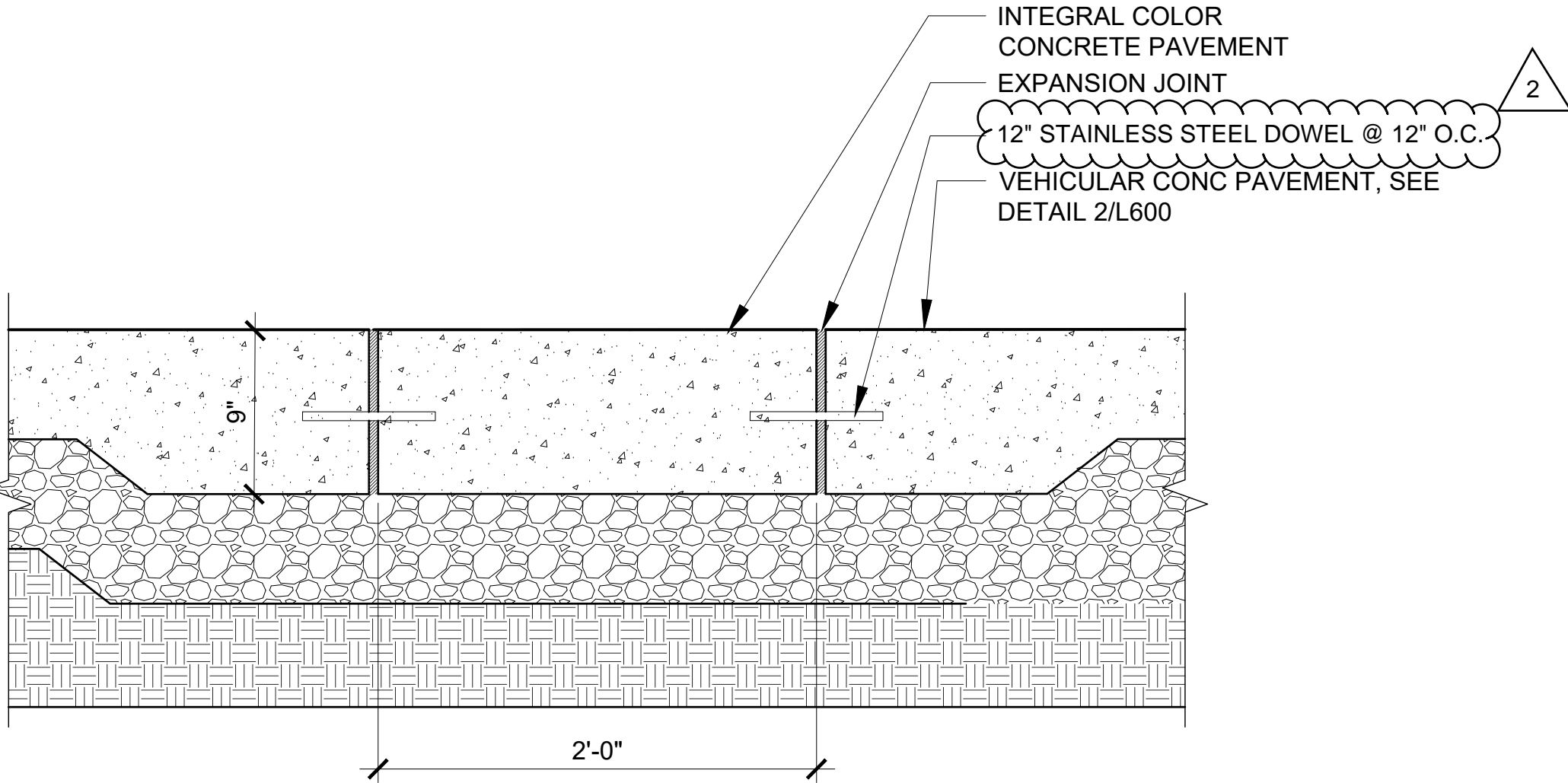
ISSUED FOR:		
1	100% CONSTRUCTION DOCS.	2024-09-16
2	ADDENDUM #3	2024-10-2

DAVID A. RUBIN
REGISTERED
No. LA21100007
STATE OF
INDIANA
LANDSCAPE ARCHITECT

Hardscape Details

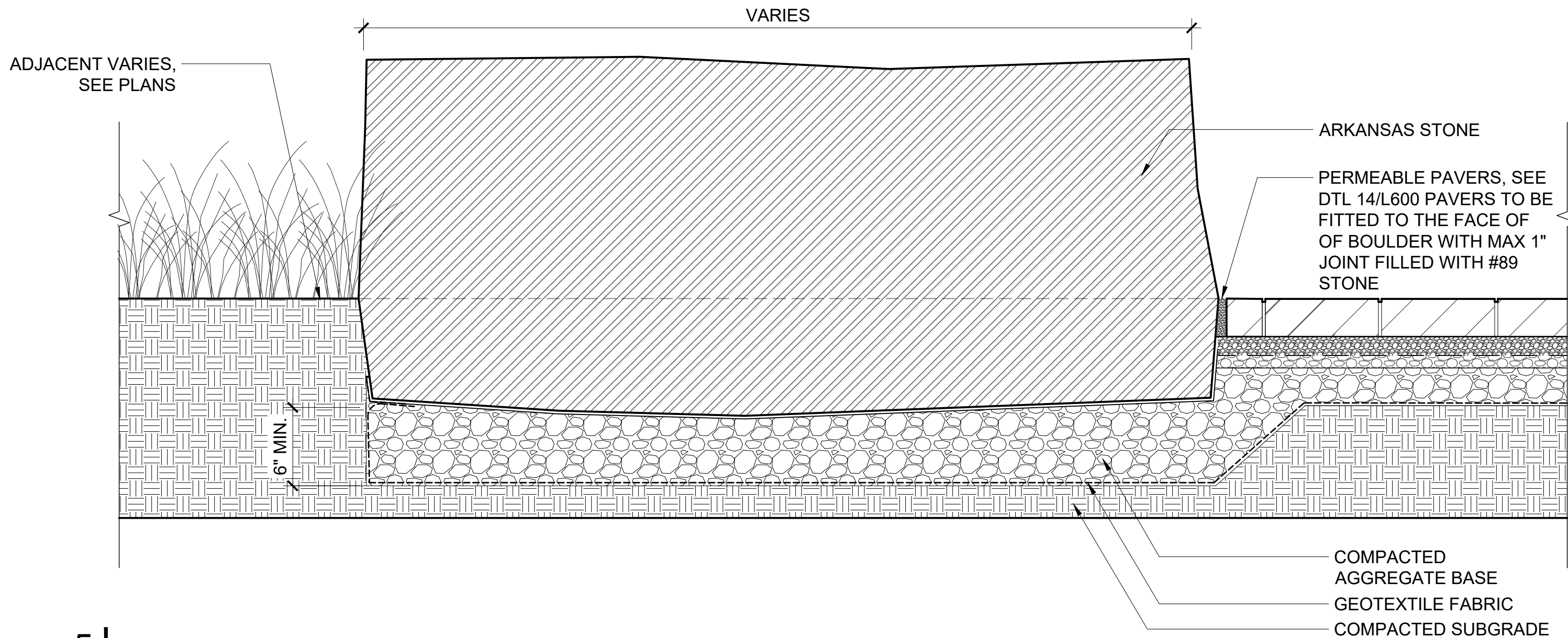
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DATE: 16 SEPT 2024	SHEET NO.: L601
SCALE: VARIES	
LC JOB NO.: 1818	

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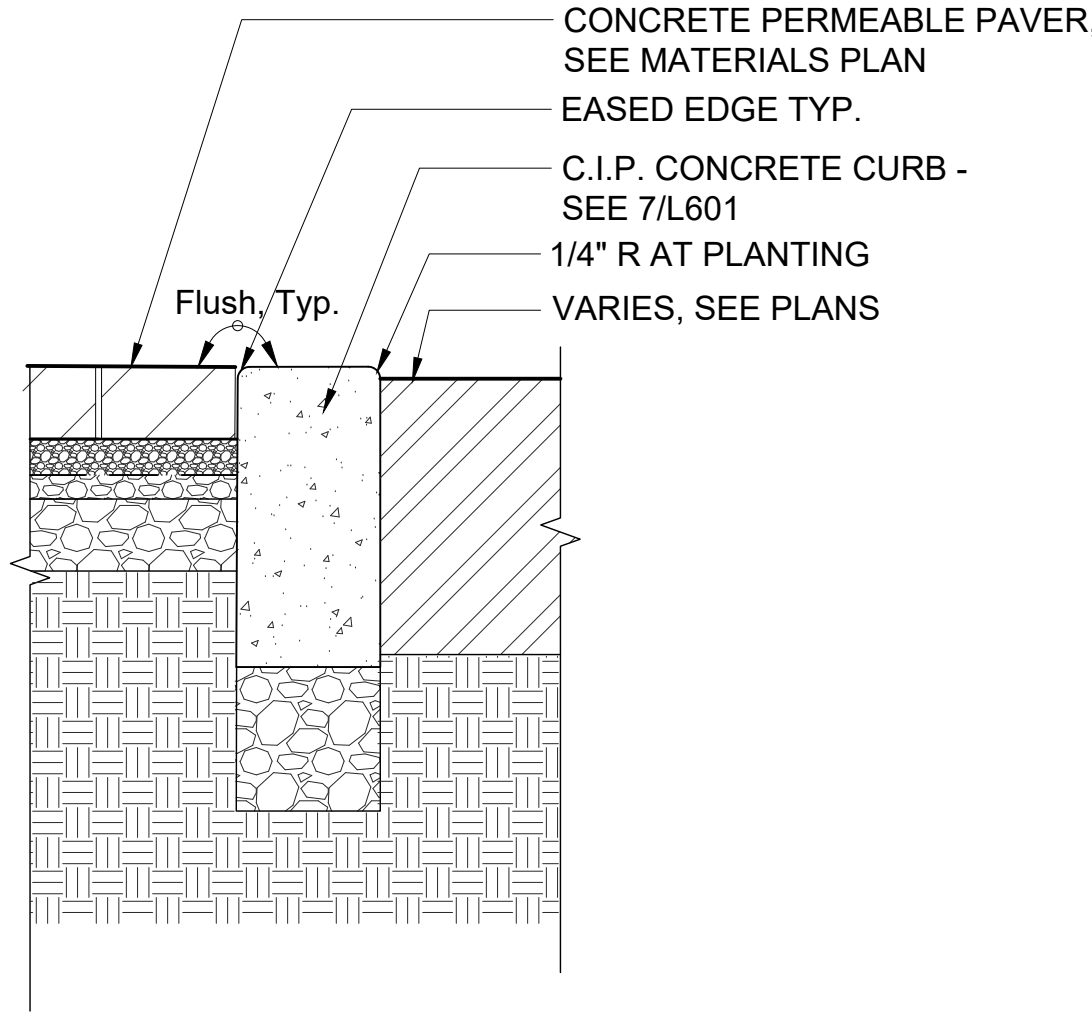


6 Concrete Banding with Intergal Color
1-1/2"= 1'-0"

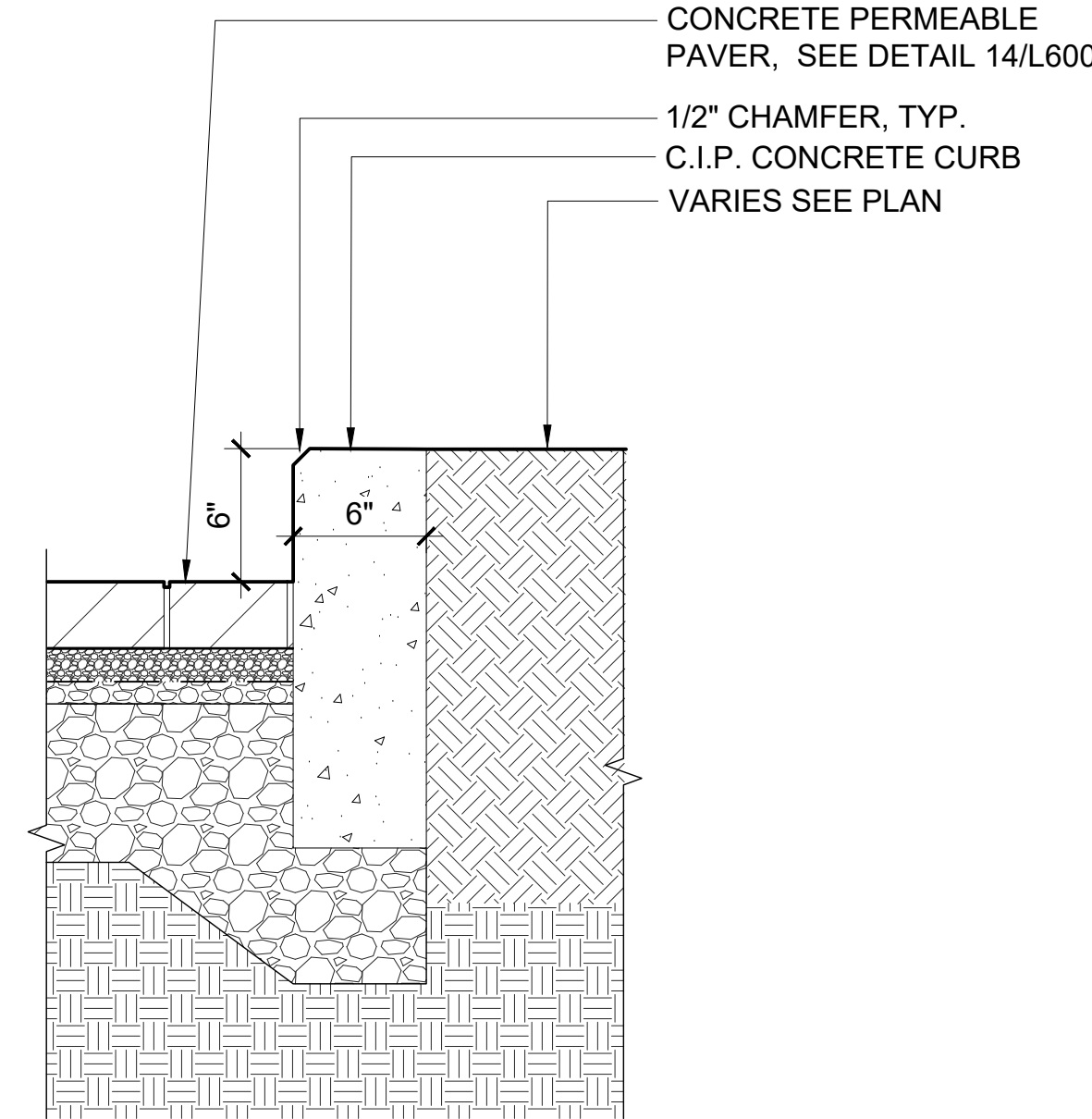
4 NOT USED



5 Pavers at Boulder
1-1/2"= 1'-0"



2 Flush Concrete Curb at Pavers
1-1/2"= 1'-0"



3 Raised Curb at Pavers
1-1/2"= 1'-0"

1 NOT USED



Riverfront
FORT WAYNE

Public Space Design Phase 2

PROJECT
LANDSCAPE ARCHITECT

Land Collective
DAVID RUBIN

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STRUCTURAL ENGINEER

CE Solutions
structural engineers

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ELECTRICAL ENGINEER



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Fort Wayne, IN 46802 / TEL: 260.969.6872
UTILITY COORDINATION CONSULTANT

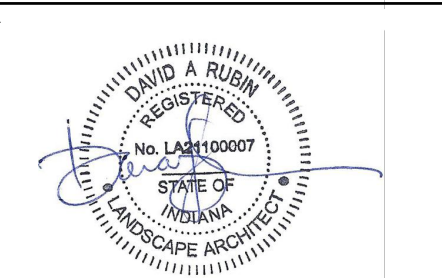
DLZ
ARCHITECTURE - ENGINEERING - PLANNING
SURVEYING - CONSTRUCTION SERVICES

825 S. Barr Street, Fort Wayne, IN 46802 / TEL: 260.420.3114
UNIVERSAL DESIGN CONSULTANT

Skulski Consulting LLC

11084 Mast Court, Fishers, IN 46038 / TEL: 317.408.4424

ISSUED FOR:
1 100% CONSTRUCTION DOCS. 2024-09-16
2 ADDENDUM #3 2024-10-21

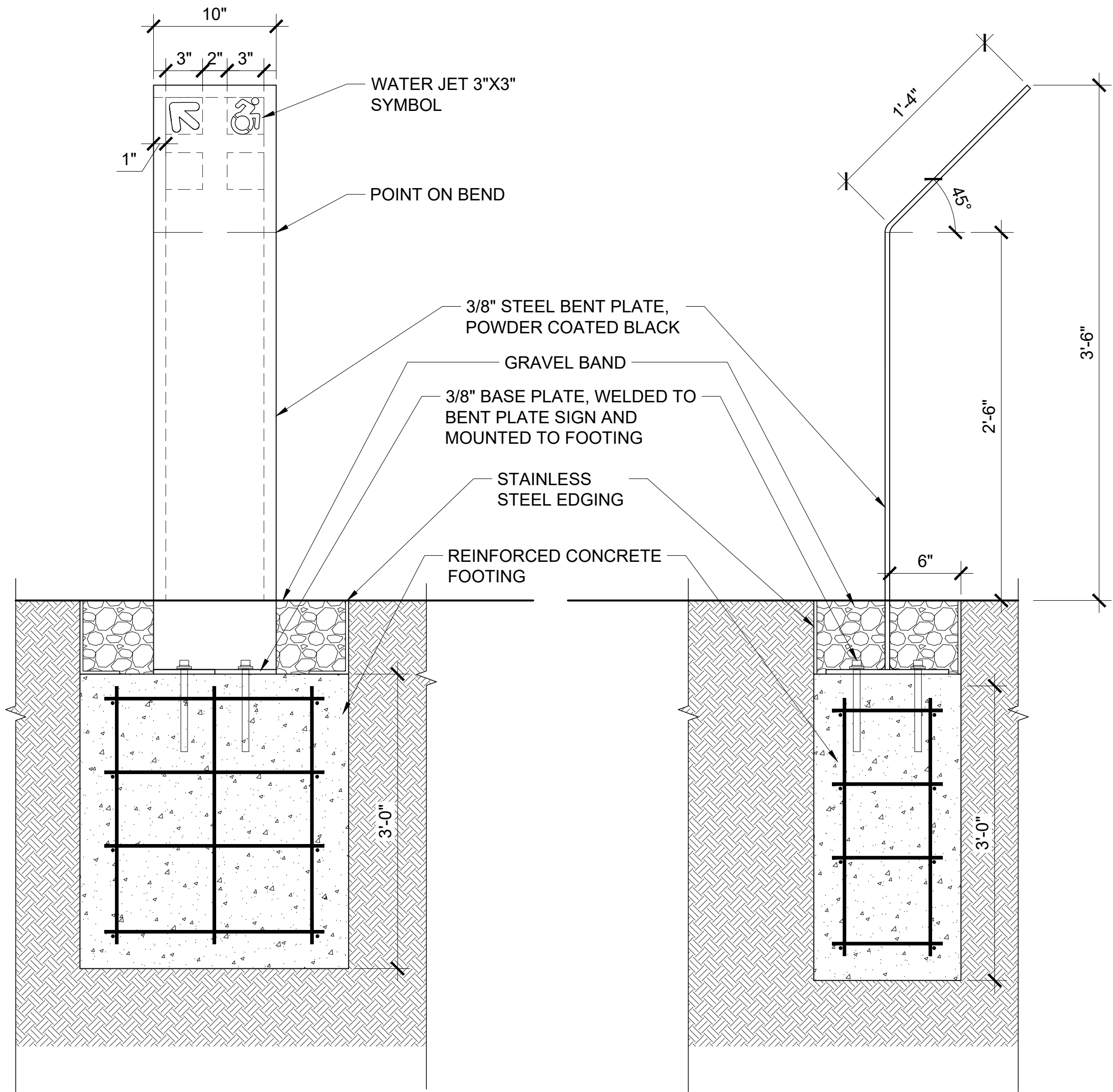


SHEET NAME
Hardscape
Details

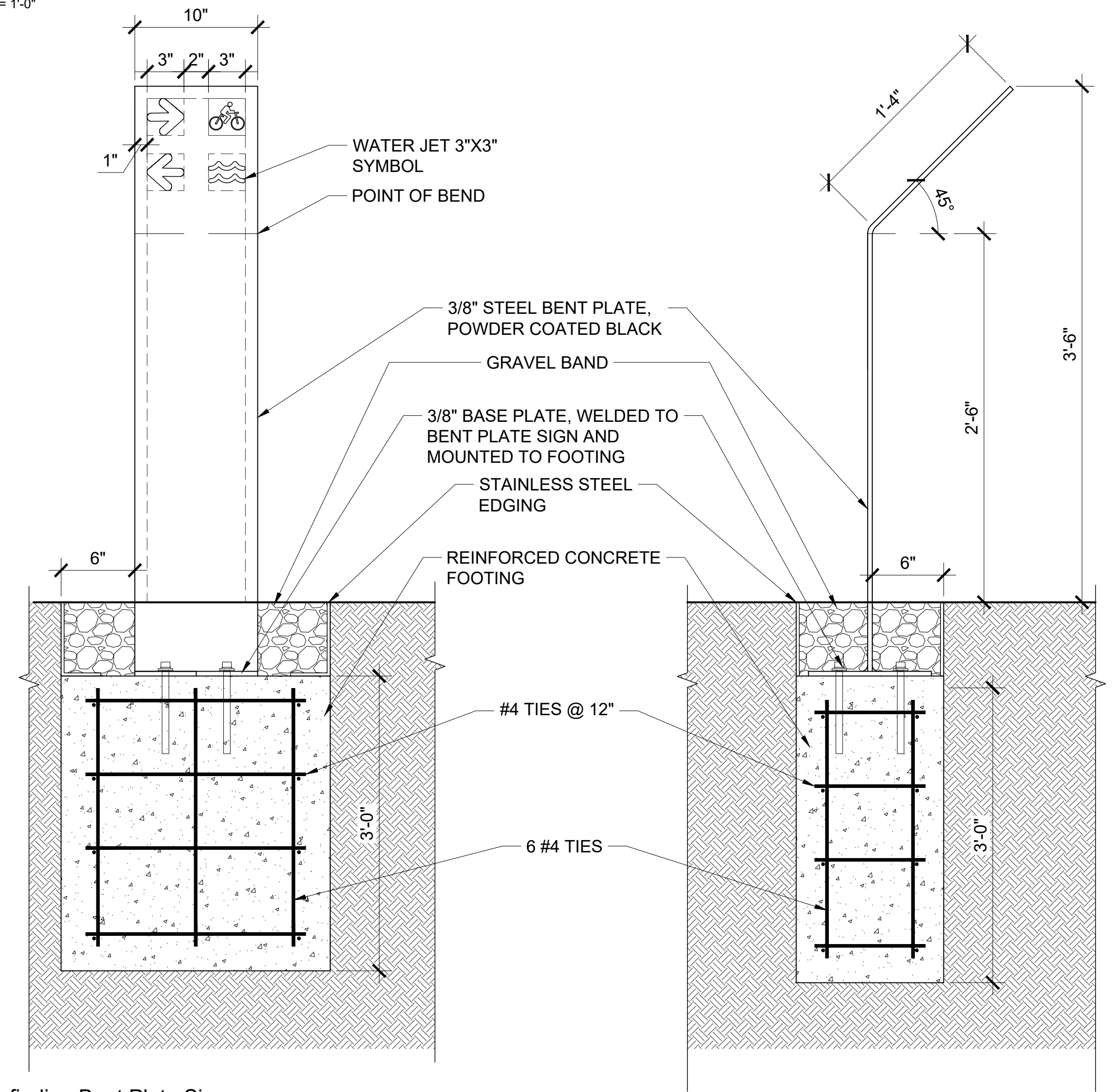
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DATE: 16 SEPT 2024
SCALE: VARIES
LC JOB NO.: 1818
SHEET NO.: L602

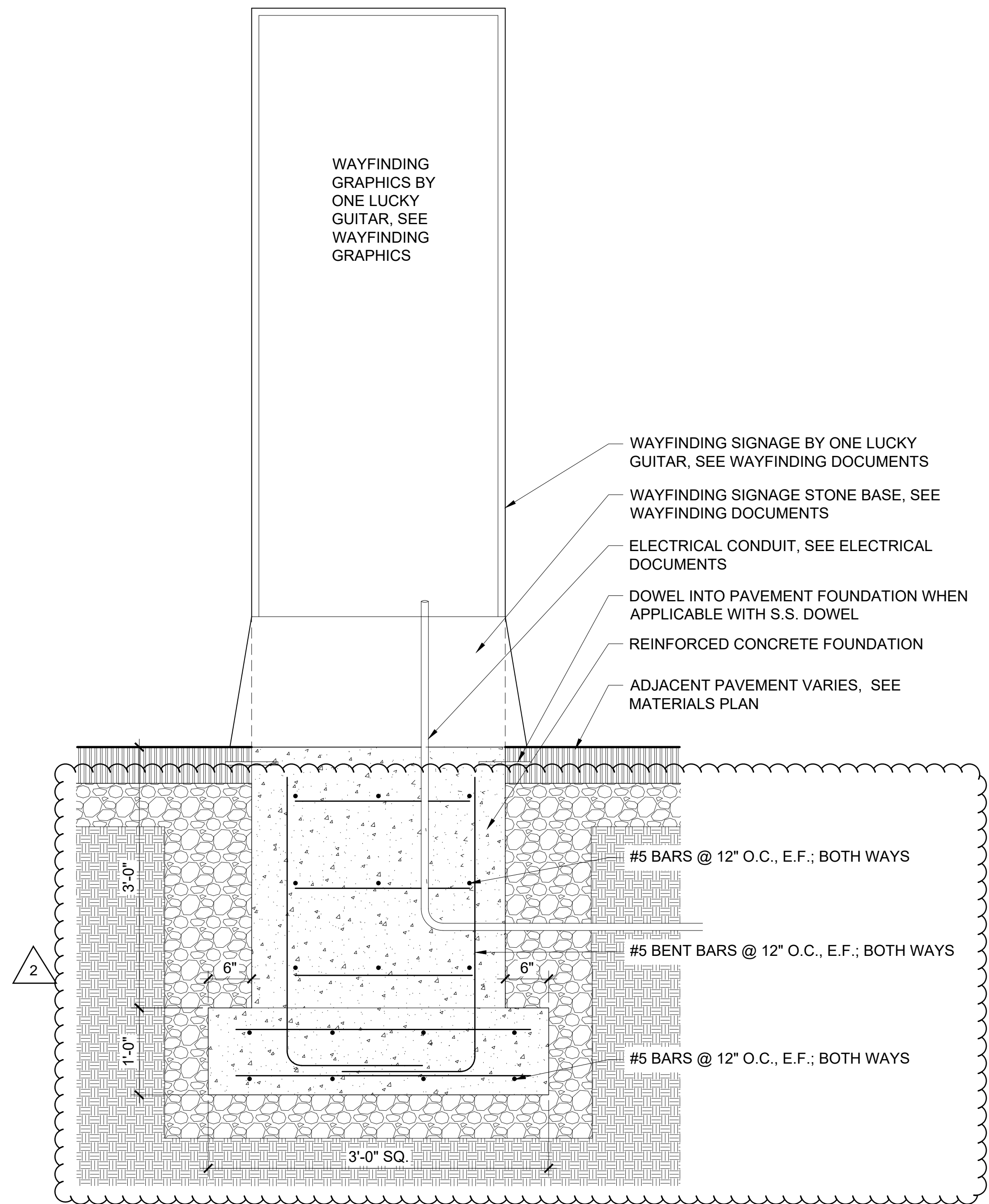
FLAG PROJECTS/2018/018 FORT WAYNE RIVERFRONT IMPLEMENTATION/04/2024/01/01 SHEET L601 DETAILS.DWG



1 Wayfinding Bent Plate Sign
1 1/2" = 1'-0"



2 Wayfinding Bent Plate Sign
1 1/2" = 1'-0"



3 Wayfinding Sign Foundation
1" = 1'-0"

SIGNAGE NOTES

- THIS IS A DELEGATED DESIGN, THE CONTRACTOR SHALL SUBMIT FOR REVIEW, SIGNED AND SEALED DRAWINGS AND CALCULATIONS PREPARED BY SPECIALTY STRUCTURAL ENGINEER REGISTERED IN THE PROJECT'S JURISDICTION FOR THE ABOVE ASSEMBLIES. THIS REVIEW SHALL BE FOR DRAWINGS AND CALCULATIONS. THESE SUBMISSIONS SHALL BE MADE AVAILABLE IN CONJUNCTION WITH OR PRIOR TO THE SHOP DRAWINGS FOR THE PRIMARY BUILDING STRUCTURE THAT SUPPORTS THE ABOVE ASSEMBLIES.



Riverfront
FORT WAYNE

Public Space Design Phase 2

PROJECT
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Land Collective
DAVID RUBIN

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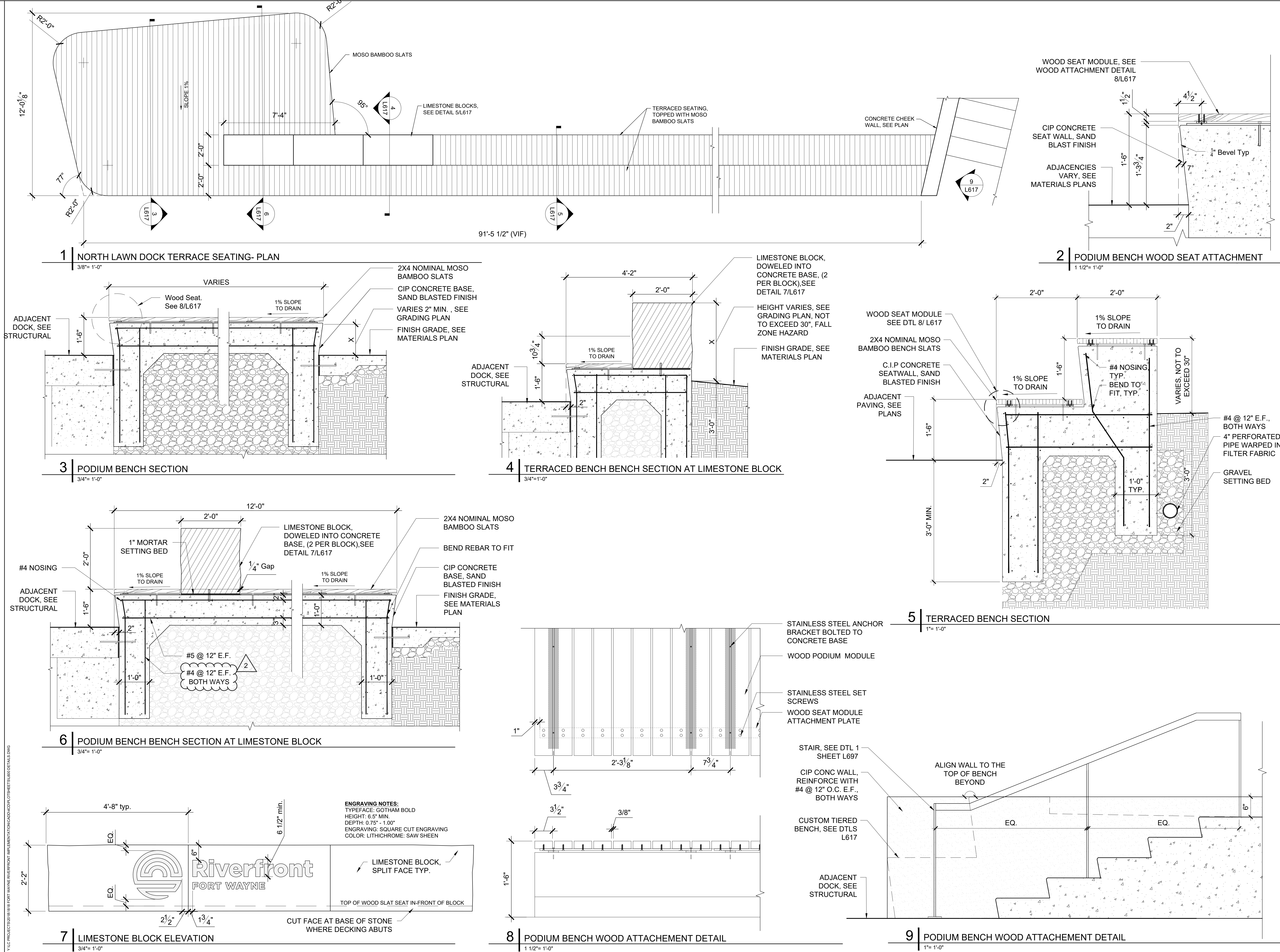
SHEET NAME

Site Details

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DATE: 16 SEPT 2024
SCALE: VARIES
LC JOB NO.: 1818

L611



Public Space Design Phase 2

PROJECT
LANDSCAPE ARCHITECT

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SEAL

DAVID A. RUBIN
REGISTERED
No. LA01100007
STATE OF INDIANA
LANDSCAPE ARCHITECT

SHEET NAME

Site Details

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SCALE:	VARIES
LC JOB NO.:	1818

L617



Riverfront
FORT WAYNE

Public Space Design Phase 2

PROJECT
LANDSCAPE ARCHITECT

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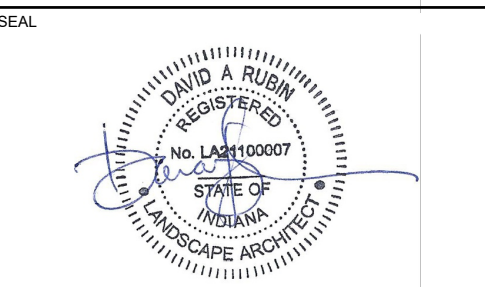
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SHEET NAME

Rain Garden Details

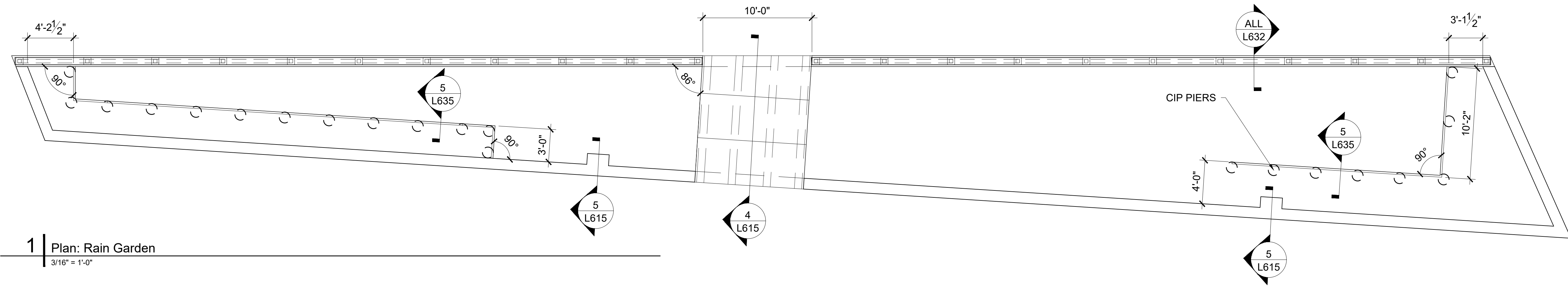
LAND COLLECTIVE © 2024

DATE: 16 SEPT 2024

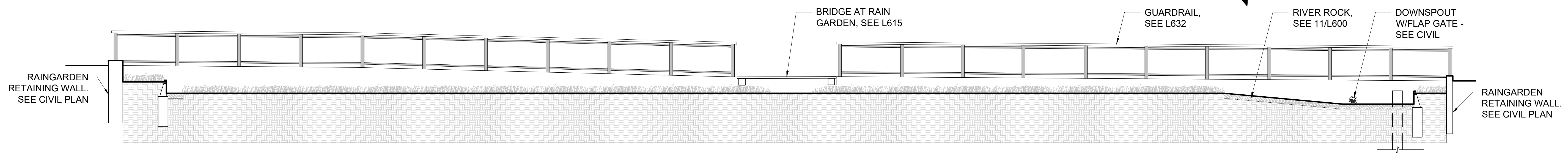
SCALE: VARIES

LC JOB NO.: 1818

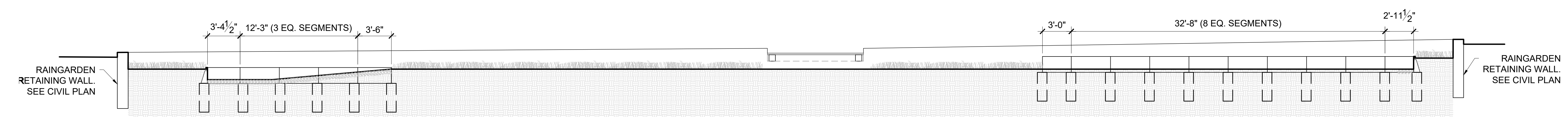
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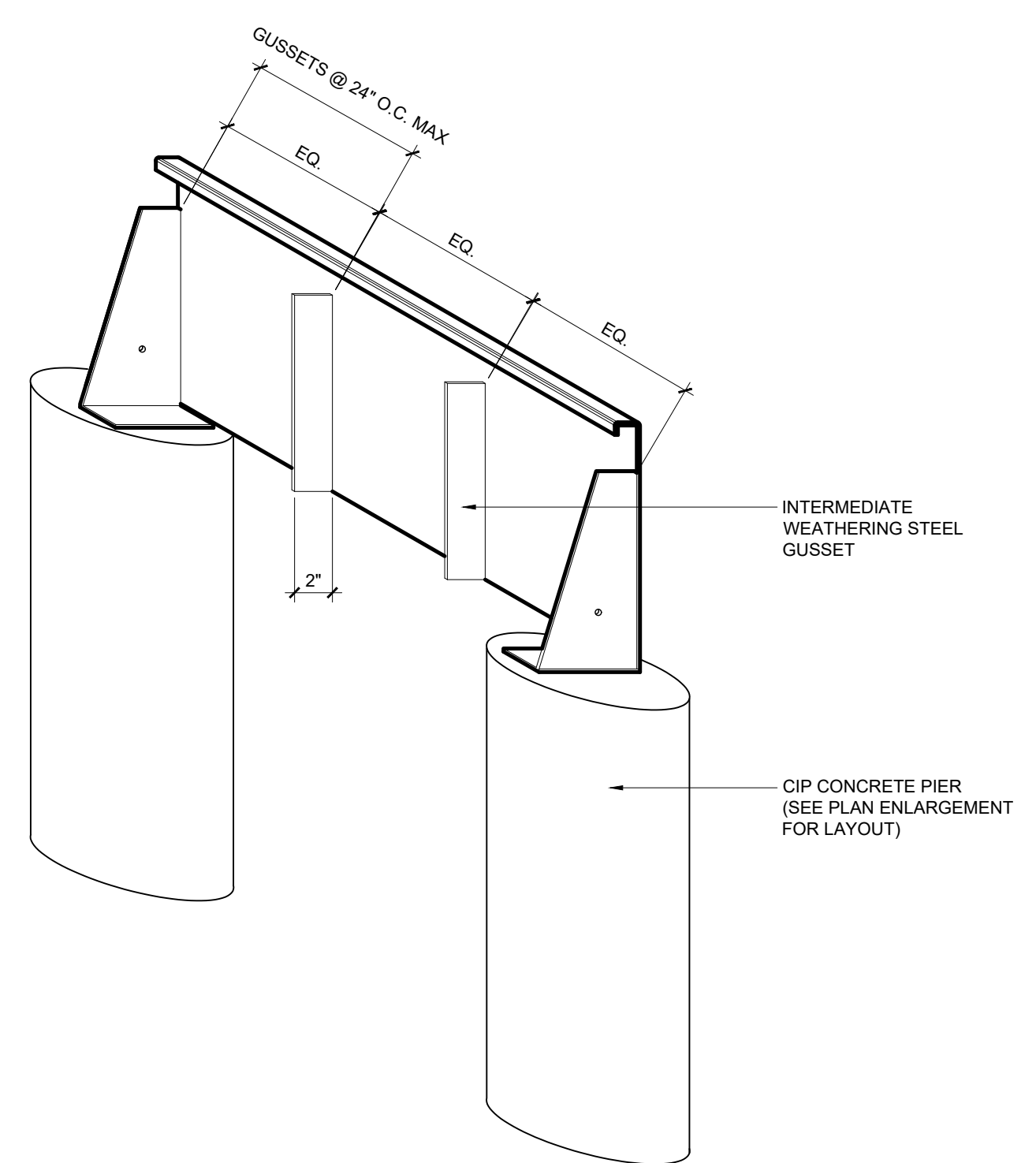
1 Plan: Rain Garden
3/16" = 1'-0"



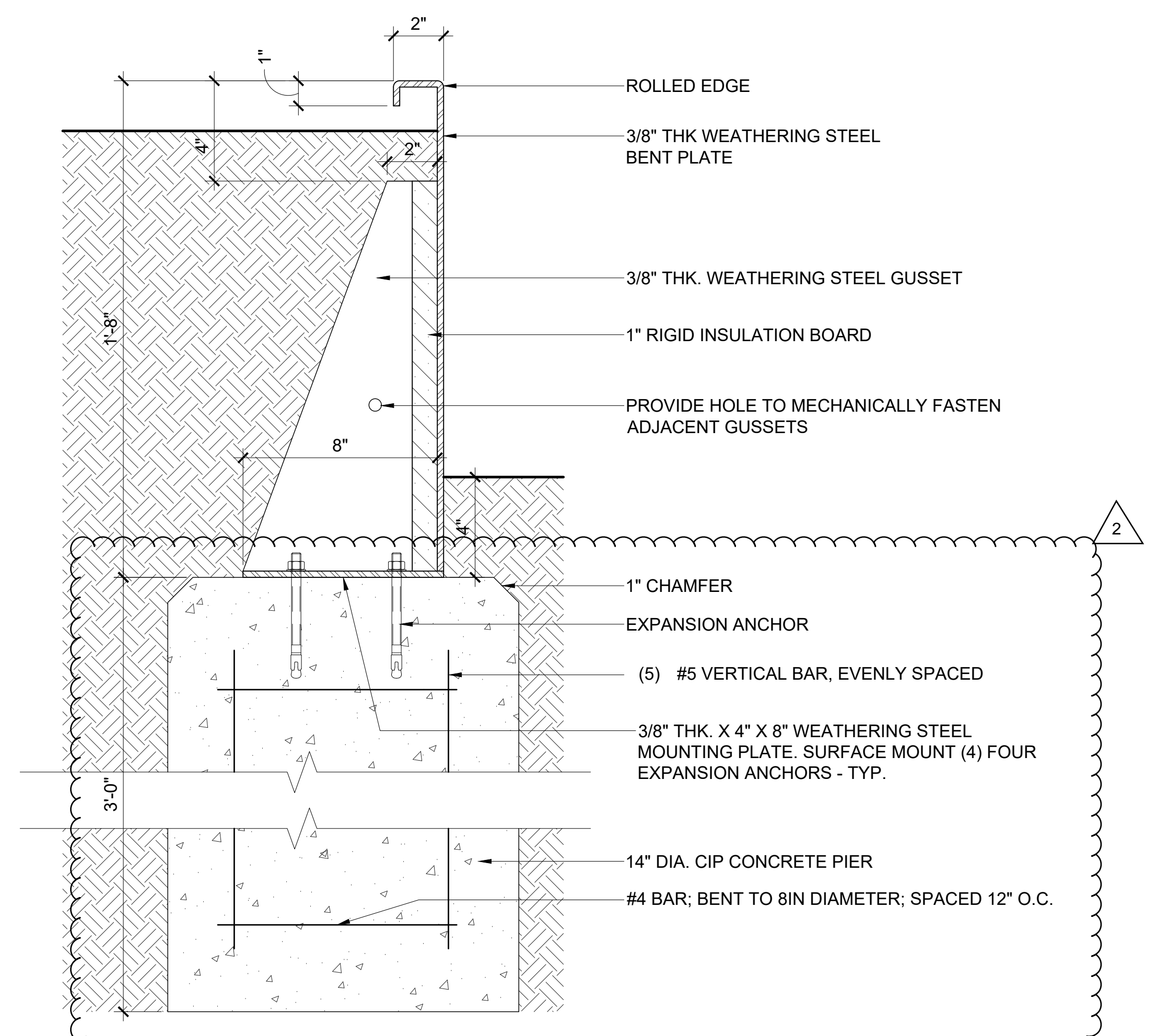
2 Section: Rain Garden
3/16" = 1'-0"



3 Section: Rain Garden
3/16" = 1'-0"

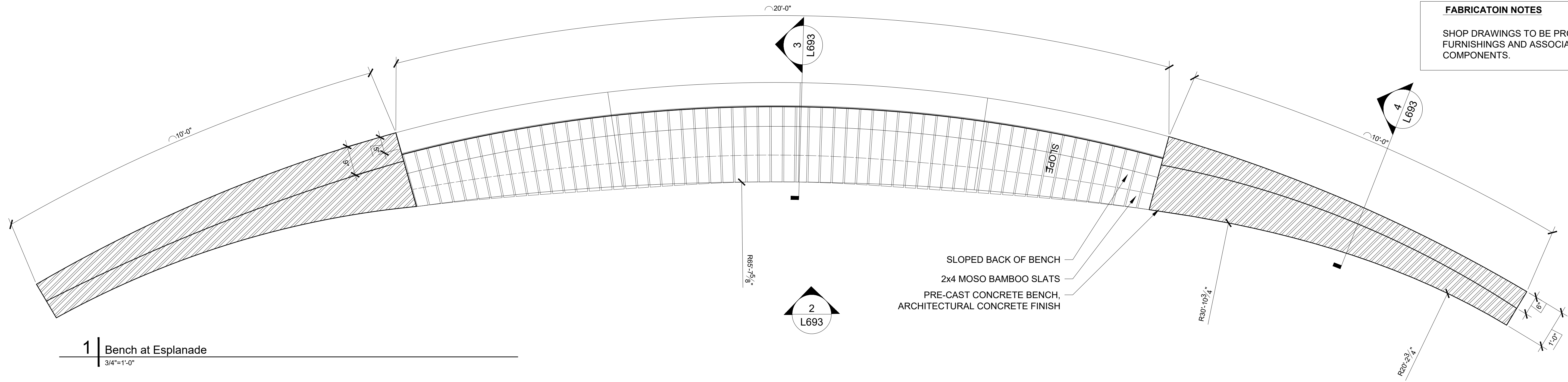


4 Axon: Corten Retaining Wall
1" = 1'-0"



5 Weathering Steel Retaining Wall
3" = 1'-0"

FLAG PROJECTS/2018/1818 FORT WAYNE RIVERFRONT IMPLEMENTATION/CONCEPTS/DETAILS/050 DETAIL 5.DWG

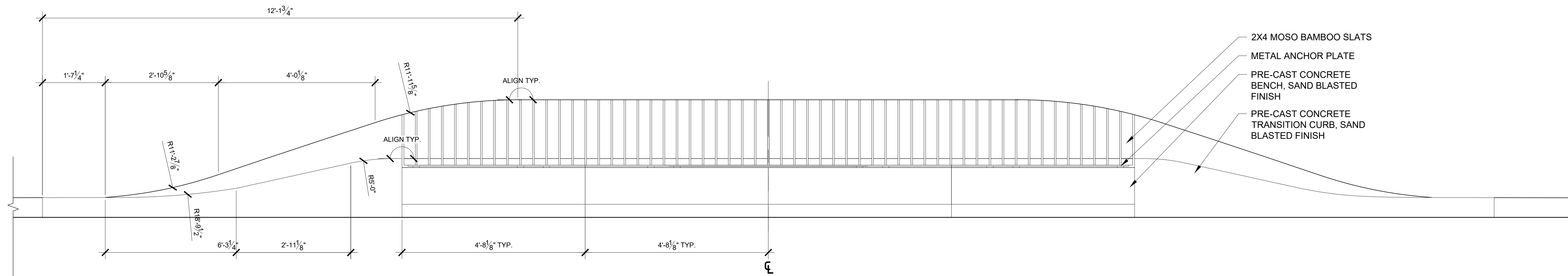


FABRICATOIN NOTES

SHOP DRAWINGS TO BE PROVIDED FOR FURNISHINGS AND ASSOCIATED COMPONENTS.

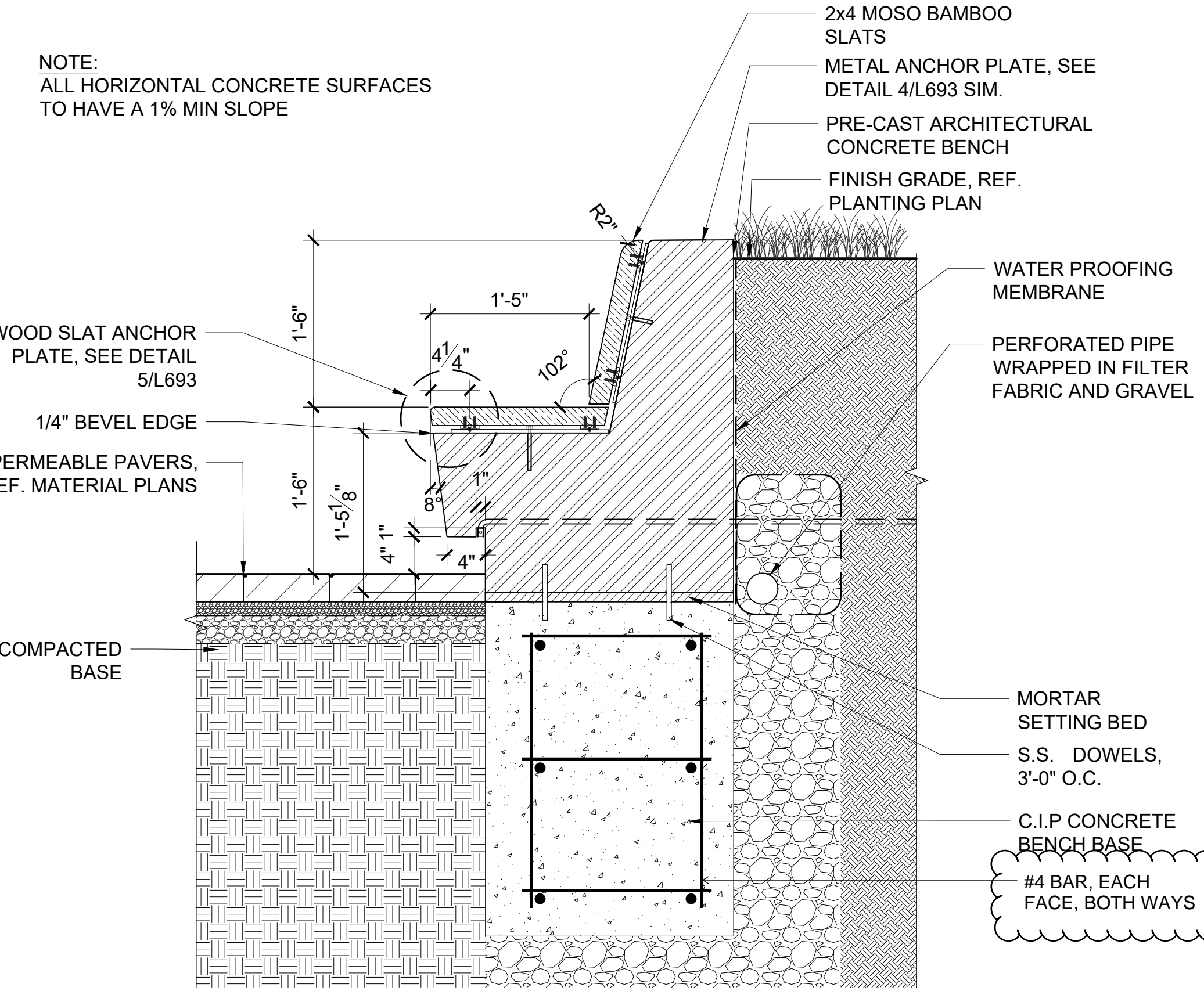
1 Bench at Esplanade

3/4"=1'-0"



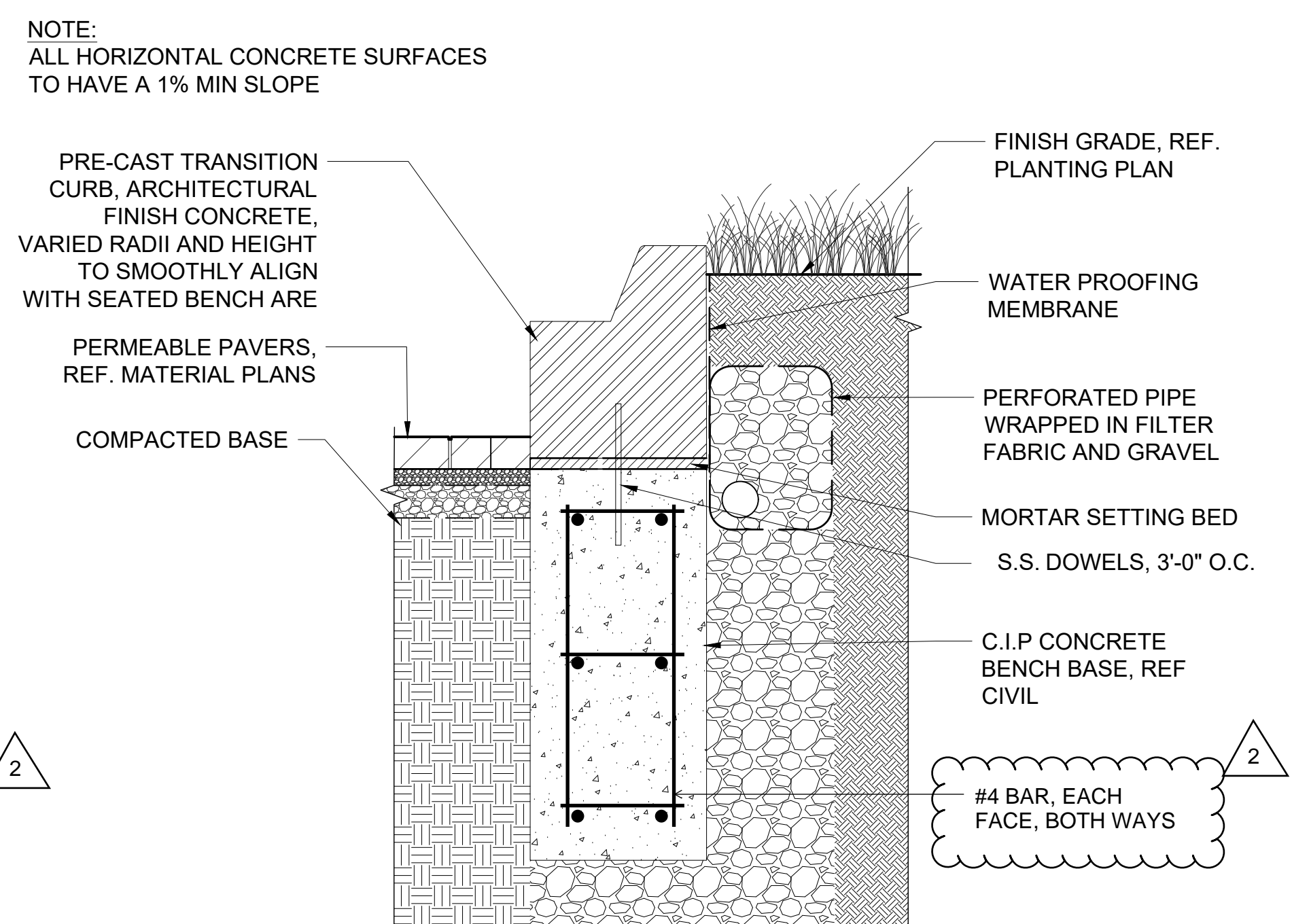
2 Bench at Esplanade - Elevation

3/4"=1'-0"



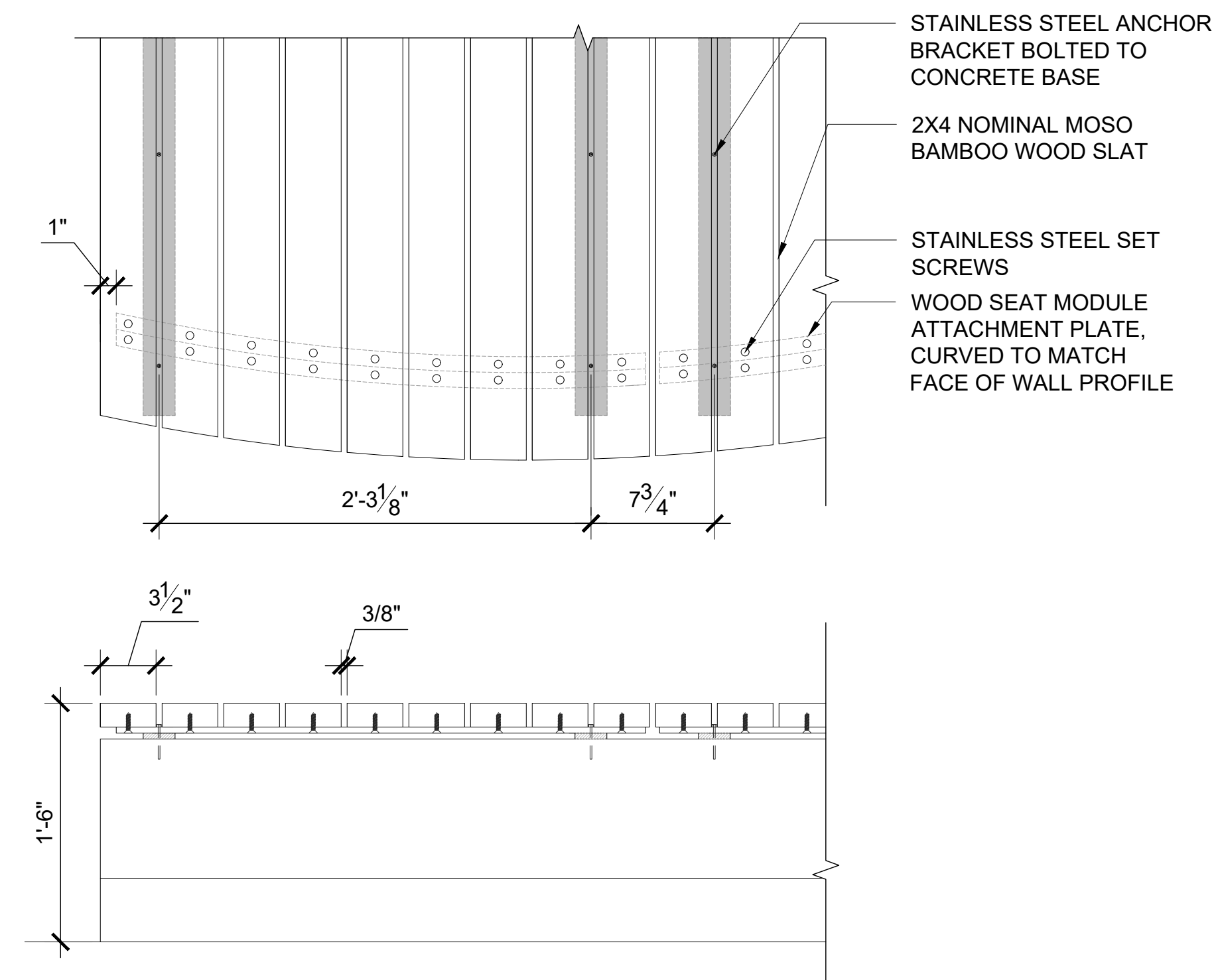
3 Bench at Esplanade - Section

1"=1'-0"



4 Pre-Cast Transition Curb at Esplanade - Section

1"=1'-0"



5 Bench at Esplanade

1 1/2"=1'-0"



Riverfront
FORT WAYNE

Public Space Design Phase 2

PROJECT
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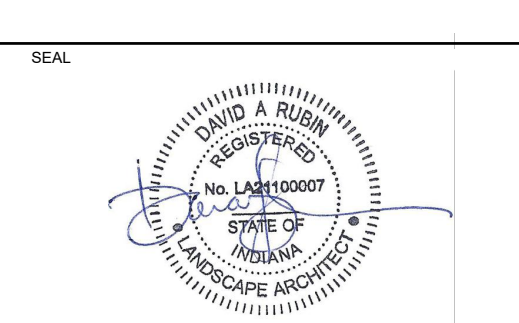
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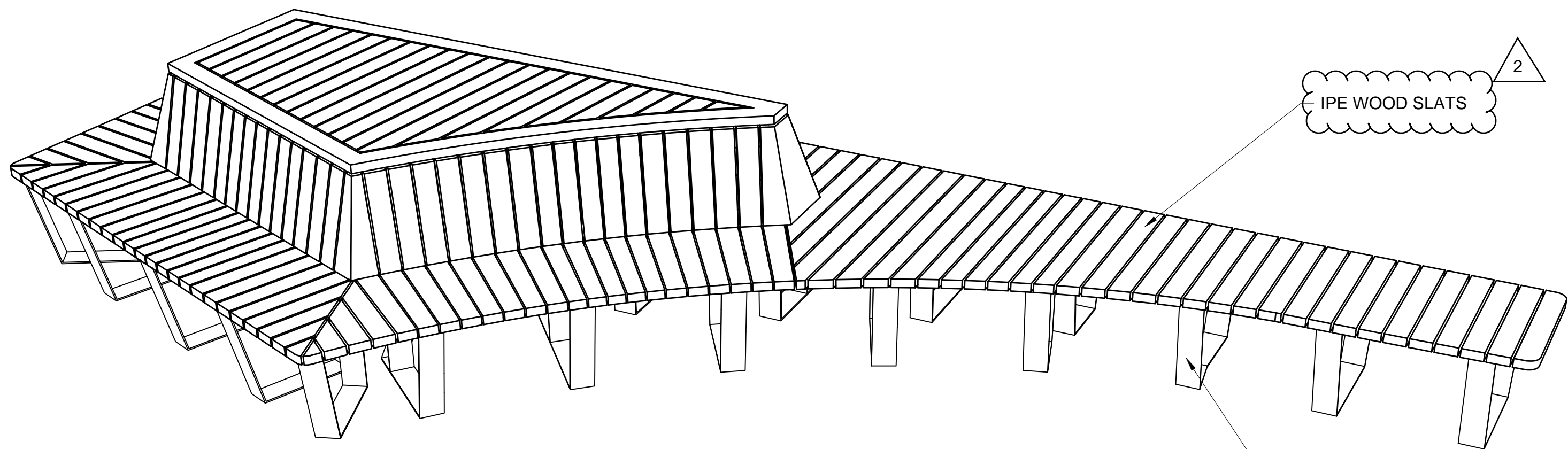
Furnishings Details

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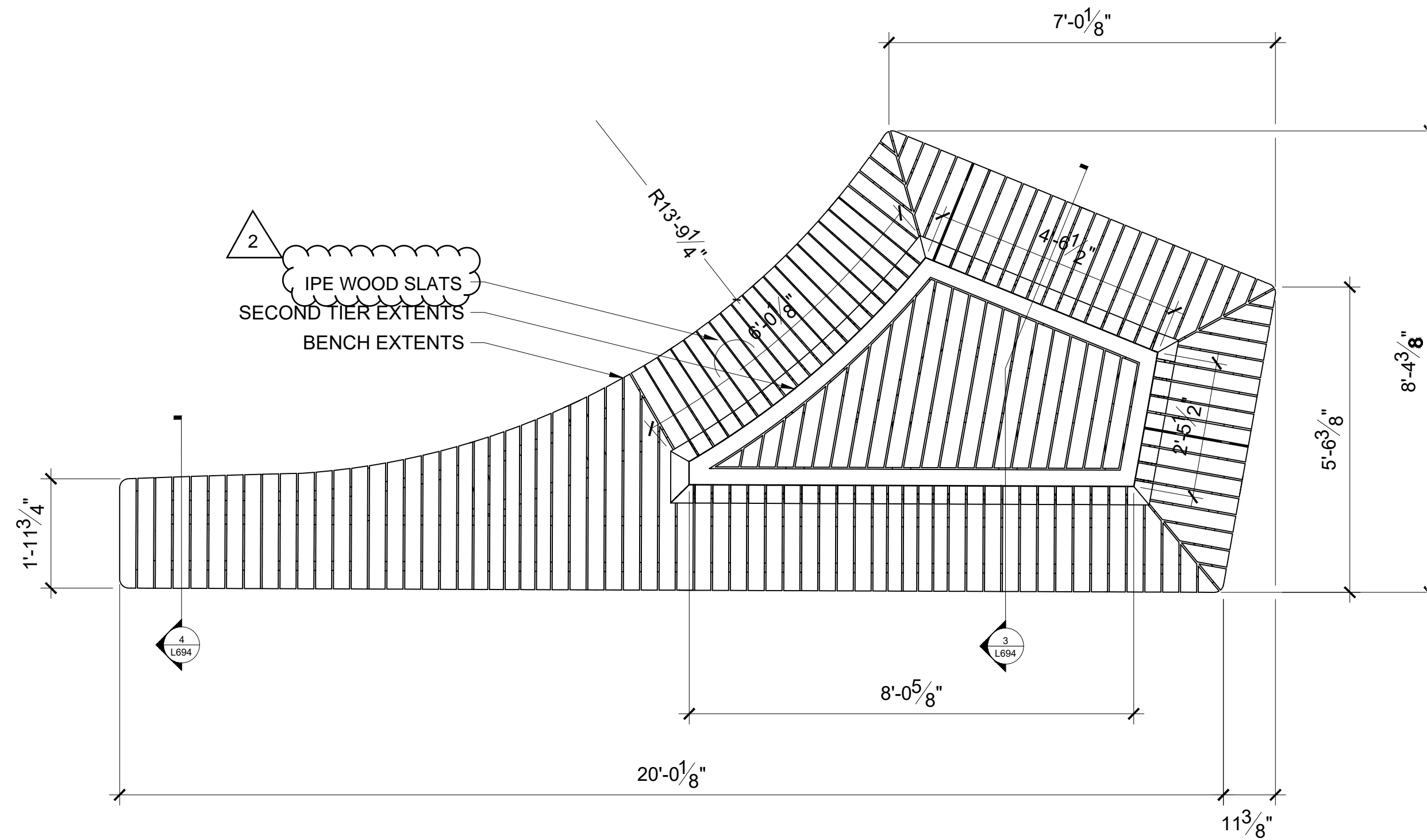
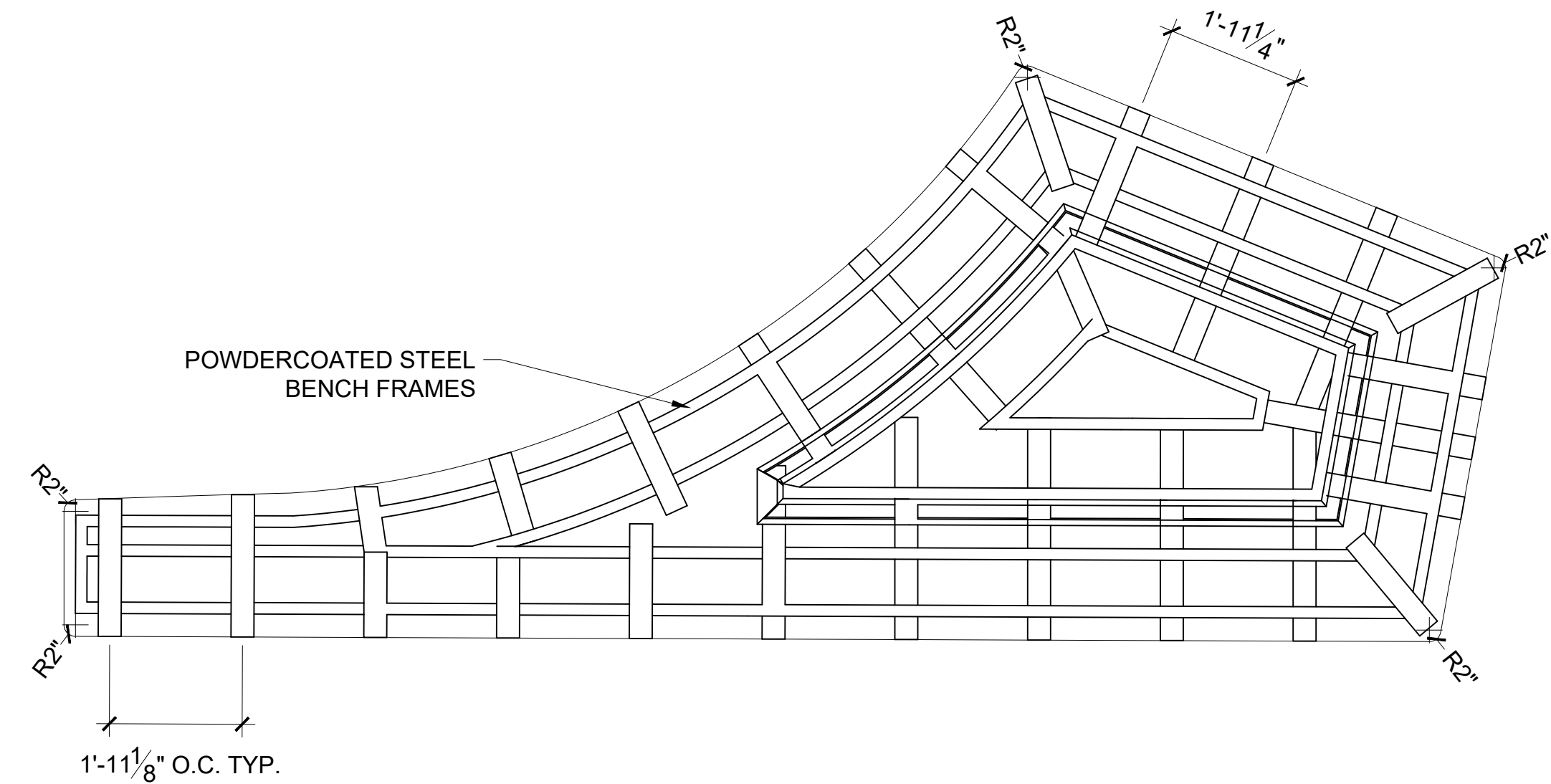
DATE:	16 SEPT 2024	L693
SCALE:	VARIES	
LC JOB NO.:	1818	

FABRICATION NOTES

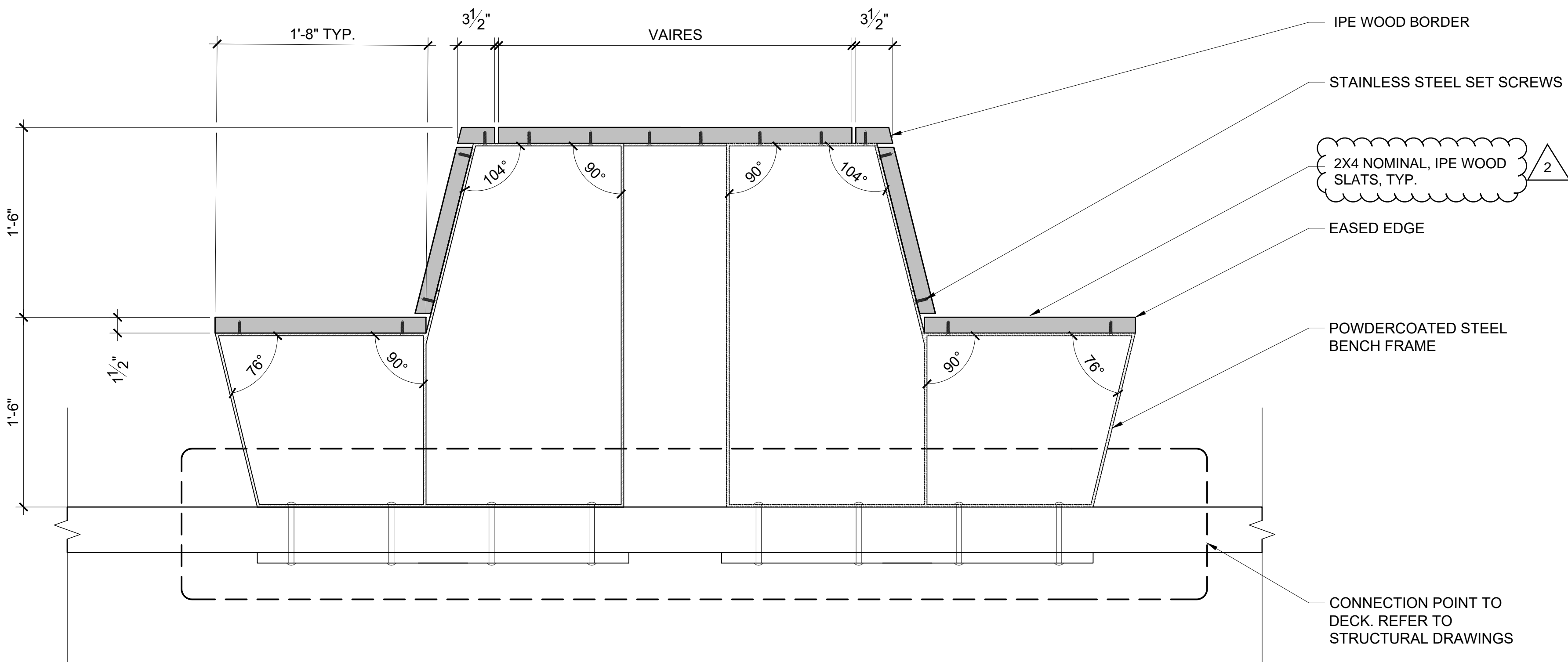
SHOP DRAWINGS TO BE PROVIDED FOR FURNISHINGS AND ASSOCIATED COMPONENTS.



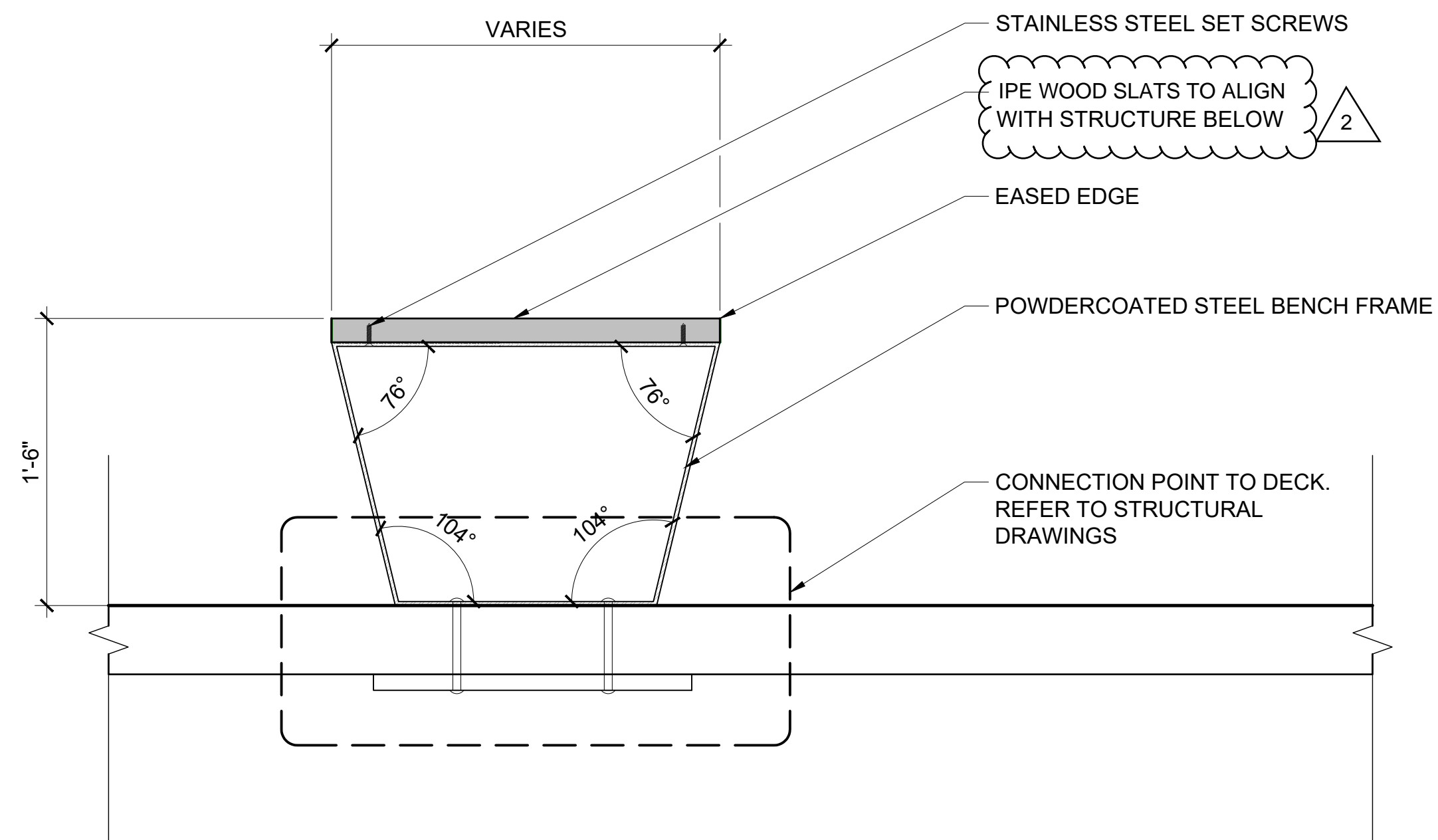
1 | Axon: Canopy Trail Overlook Bench
NTS



2 | Plan: Canopy Trail Overlook Bench Plan
1/2"=1'-0"



3 | Section: Canopy Trail Overlook Bench
1-1/2"=1'-0"



4 | Section: Canopy Trail Overlook Bench
1-1/2"=1'-0"



Riverfront
FORT WAYNE

Public Space Design Phase 2

PROJECT
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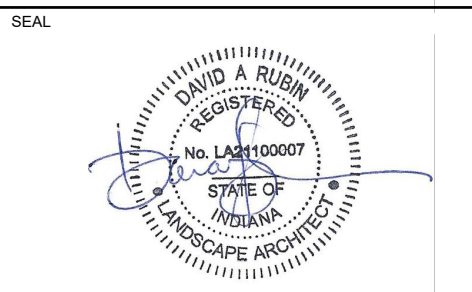


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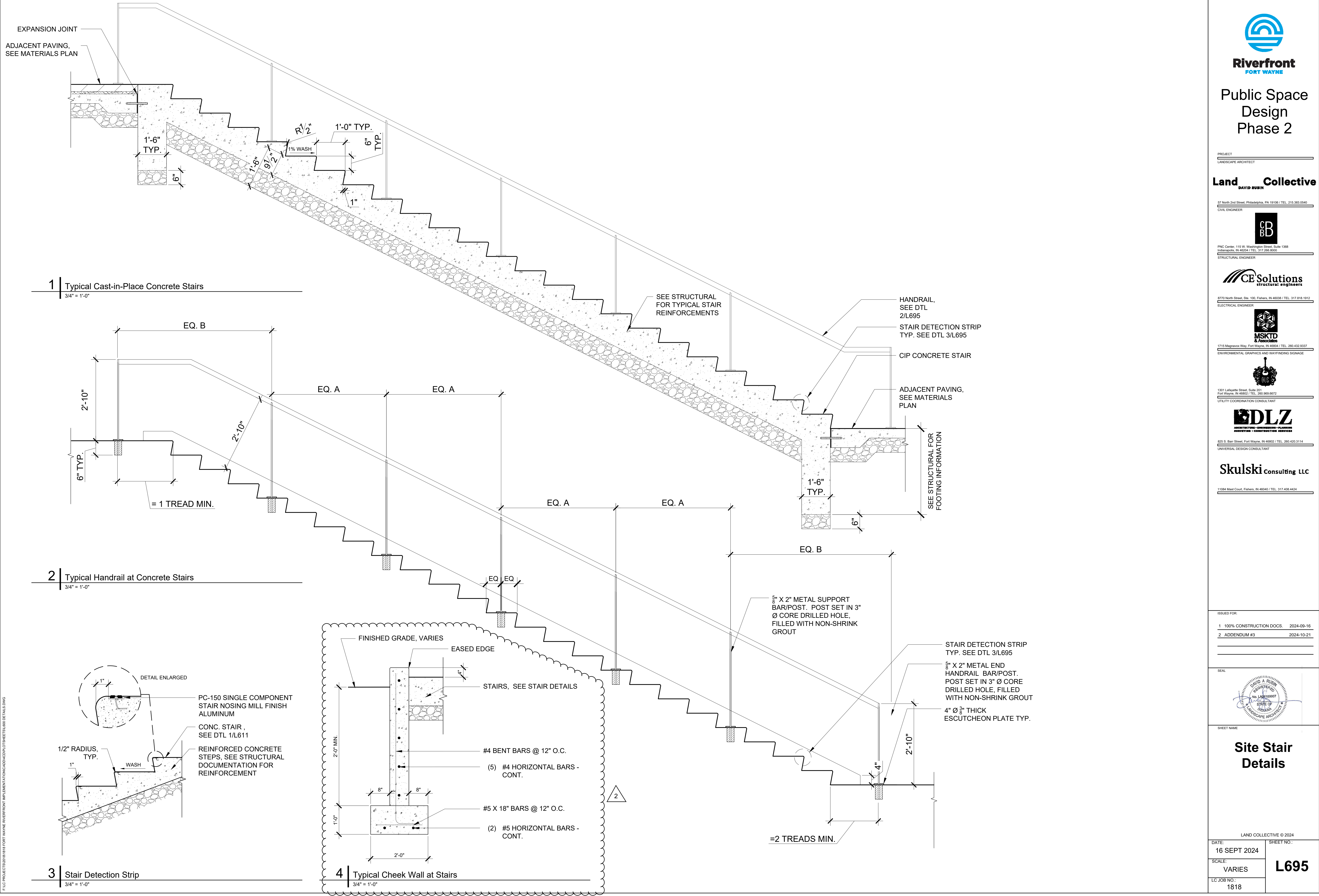
SHEET NAME

Furnishings Details

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SCALE: VARIES
LC JOB NO.: 1818

L694



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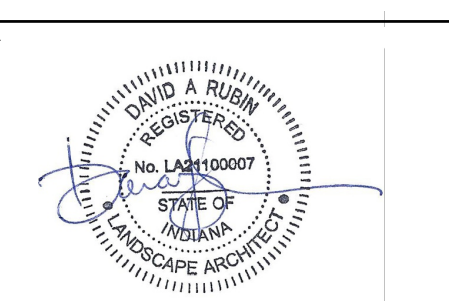


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SHEET NAME

Site Stair Details

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LC JOB NO.:	1818	

GENERAL STRUCTURAL NOTES

All notes hereafter are typically applicable unless noted otherwise on plans, sections, or details.

GENERAL

- The structure has been designed for the in-service loads only. The Methods, procedures, and sequences of construction are the responsibility of the Contractor. The Contractor shall take all necessary precautions to maintain and ensure the integrity of the structure at all stages of construction.
- All work shall be performed in accordance with the Indiana Building Code, 2014 Edition (2012 International Building Code, first printing, with Indiana Amendments.
- Do not determine dimensions by "scaling" off the plans. The Contractor shall accept all risk associated with "scaling" and shall be responsible for all inadequate work resulting therefrom. Questions regarding missing or conflicting dimensions shall be directed, in writing, to the Structural Engineer.
- All work shall be performed without damage to adjacent retained work. Adequate protection of areas nearby work against dust, dirt and debris accumulation shall be maintained at all times.
- Principal openings in the structure are indicated on the structural drawings. Refer to the site, mechanical, electrical, and plumbing drawings for sleeves, curbs, inserts, etc. not herein indicated. Openings in slabs with a maximum side dimension or diameter of 10 inches or less shall not require additional framing or reinforcement, unless noted otherwise. The location of sleeves or openings not shown in structural members shall be approved by the Structural Engineer.

FOUNDATIONS

- Exterior footings shall bear 3'-0" minimum below finish grade and shall bear on undisturbed soil.
- Foundation excavation and all other soils related work shall be performed in accordance with the geotechnical engineering reports prepared by Alt & Witzig Engineering, Inc. dated October 28, 2022 and September 3, 2020 and all associated supplements.
- Foundation excavations shall be made to plan elevations. The soil conditions beneath foundations shall then be inspected by a qualified Geotechnical Engineer. If the underlying soils are found to be unacceptable, one of the following procedures shall be followed:
 - Remove the unacceptable soil and backfill with an engineered structural fill in accordance with the geotechnical engineering report or inspecting Geotechnical Engineer.
 - Lower the footing to an acceptable soil. Contact the Structural Engineer for potential modifications to the foundation system.
- Subgrade structural elements subjected to differential lateral soil pressure shall be adequately braced until the structural elements which provide lateral restraint have been placed and allowed to cure for a minimum of 7 days.
- H-Piles shall be HP12x53. See the foundation plans for the required minimum allowable capacity in compression and minimum pile depth. Additionally, all H-Piles shall have a minimum allowable capacity of 10 tons in tension unless noted otherwise. A qualified Geotechnical Engineer shall be engaged to confirm that the H-Pile capacity meets or exceeds the required capacity.
- See Specifications for H-Pile driving tolerances.
- H-Piles shall be spaced no closer than 3'-0" center-to-center. If an obstruction is encountered during pile installation, additional piles shall be installed at offset locations. The Structural Engineer shall be notified to determine the need for pile cap modifications.
- Excavations for spread footings and pile caps shall be cleaned and hand tamped to a uniform surface. Foundation excavations shall be adequately protected against detrimental change in condition from disturbance, rain, freezing, etc. Surface runoff shall not be allowed to enter the excavation.
- Foundation conditions noted during construction, which differ from those described in the geotechnical report shall be reported to the Structural Engineer and Geotechnical Engineer before further construction is attempted.
- Center pile caps under the column above unless otherwise indicated.

EXCAVATION SUPPORT AND PROTECTION

- The Contractor shall provide a retention system as required to install the H-piles and construct the pile caps, concrete piers, retaining walls, and all other concrete at or below the typical water elevation of the river. The retention system shall be capable of supporting excavation sidewalls and resisting lateral earth and hydrostatic pressures, including lateral pressures resulting from superimposed construction loads.
- Shop Drawings for the retention system shall be submitted prior to construction. The shop drawings must be certified by a Professional Engineer in the State of Indiana.

CONCRETE

- Reinforced concrete has been designed in accordance with the latest edition of the Building Code Requirements for Reinforced Concrete (ACI 318) by the American Concrete Institute (ACI).
- Slabs-on-grade shall be constructed in accordance with the latest edition of the Guide for Concrete Floor and Slab Construction (ACI 302.1R).
- Mixing, transporting, and placing of concrete shall conform to the latest edition of the Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete (ACI 211.1) and the Standard Specifications for Structural Concrete (ACI 301). The special provisions of ACI 211.1 Appendix 5 (Mass Concrete Mix Proportioning) shall be used in proportioning the concrete mixture for concrete sections 30" thick or greater to control temperature rise during hydration. In addition, the provisions of ACI 207.1R (Mass Concrete) shall apply. Concrete curing shall conform to the latest editions of the Standard Practice for Concrete Curing (ACI 308) and the Standard Specification for Curing Concrete (ACI 308.1). In case of a discrepancy, the plans and specifications shall govern.
- Unless noted otherwise, concrete shall have natural sand fine aggregate and normal weight coarse aggregates conforming to ASTM C33, and Type I or III Portland Cement conforming to ASTM C150. Type III Portland Cement shall not be used in mass concrete.
- The Contractor shall submit a mix design for each proposed class of concrete. Mix designs shall indicate proportions by weight, water-cement ratio, slump, air content, synthetic fiber size and quantity, sieve analyses of fine and coarse aggregates, standard deviation analysis, and required average strength and documentation of average strength verifying compliance with ACI 318. The Contractor shall not vary from the mix design without approval from the Structural Engineer.
- Unless noted otherwise, fly ash may be used as a pozzolan to replace a portion of the Portland Cement in a concrete mix. Fly ash, when used, shall conform to ASTM C618, Type C (except in mass concrete, ASTM C618, Type F shall be used). Concrete mixes using fly ash shall be proportioned to account for the properties of the specific fly ash used and to account for the specific properties of the fly ash concrete thus resulting. The ratio of the amount of the fly ash to the total amount of fly ash plus cement in the mix shall not exceed 25 percent.
- For mass concrete, ground granulated blast-furnace slag (GGBFS) may be used to replace a portion of the Type I Portland Cement in a concrete mix. Ground granulated blast-furnace slag, when used, shall conform to ASTM C989, Grade 100. Concrete mixes using GGBFS shall be proportioned to account for the properties of the specific GGBFS used and to account for the specific properties of the GGBFS concrete thus resulting. The ratio of the amount of the GGBFS to the total amount of GGBFS plus cement in the mix shall be between 65 and 70 percent (except for concrete exposed to deicing chemicals the maximum ratio shall be 50 percent).
- Water-reducing admixtures conforming to ASTM C494 may be used in the concrete mix design. Maximum slump shall be 5 inches for mixes containing water-reducing admixtures and 5 to 8 inches for mixes containing high range water-reducing admixtures.
- Concrete compressive strength tests shall be performed in accordance with ASTM C39. Copies of the test results shall be forwarded to the Structural Engineer. One set of specimens shall be taken for each day's pour of appreciable size and for each 50 cubic yards (100 cubic yards for mass concrete) in accordance with the latest edition of ASTM C31. Each set shall include one specimen tested at 7 days, 2 specimens tested at 28 days and one specimen retained in reserve. Two additional reserve specimens shall be retained for all mass concrete pours. These test cylinders shall be laboratory cured. For mass concrete pours, these test cylinders shall remain on-site for 48 hours before being transported to the testing lab.
- When the ambient temperature is expected to fall below 40 degrees during the course of a concrete pour or subsequent curing period, it shall be placed and cured in accordance with the latest edition of Cold Weather Concreting (ACI 306R) and an additional set of concrete test cylinders shall be made. For mass concrete, this set of additional test cylinders shall consist of four specimens for each 200 cubic yards of concrete placed. These cylinders shall be stored immediately adjacent to, and cured under the same conditions as the building concrete. Special curing boxes are not permitted for these test cylinders.
- Concrete mixed, transported, placed, and cured under conditions of high ambient temperature, low humidity, solar radiation, or high winds shall conform to the latest edition of Hot Weather Concreting (ACI 305R) and an additional set of concrete test cylinders shall be made. For mass concrete, this set of additional test cylinders shall consist of four specimens for each 200 cubic yards of concrete placed. These cylinders shall be stored immediately adjacent to, and cured under the same conditions as the building concrete. Special curing boxes are not permitted for these test cylinders.
- Slump tests shall be made prior to and following the addition of plasticizers. Where concrete is placed by pumping methods, concrete for test cylinders and slump tests shall be taken at the point of final placement.
- Water shall not be added to the concrete at the job site. The Contractor is responsible for coordinating a pumpable and workable mix without the addition of water at the job site. The use of plasticizers, retardants and other additives shall be at the option of the Contractor subject to the approval of the Structural Engineer. Follow the recommendations of the manufacturer for the proper use of additives. Use of calcium chloride or other chloride bearing salts is prohibited.
- Place concrete in a manner so as to prevent segregation of the mix. Delay floating and troweling operations until the concrete has lost surface water sheen or all free water. Do not sprinkle free cement on the slab surface. Finishing of slab surfaces shall conform to the latest editions of ACI 302.1R and ACI 304R (Guide for Measuring, Mixing, Transporting and Placing Concrete).
- Maintain concrete in a moist condition for at least 5 days at ambient temperatures above 70 degrees, and at least 7 days at ambient temperatures above 50 degrees. Curing compounds or moisture retention covers shall be used for all non-formed surfaces. Formed surfaces shall be cured by leaving forms in place. During hot, dry weather, keep forms moist by sprinkling. When forms are removed prior to the end of the curing period, apply curing compound to the exposed surfaces.
- Exterior slabs, sidewalks, and stoops shall receive a "broom (or other type of slip resistant) finish". All formed surfaces not exposed to public view shall receive a "rough form finish". See specifications for finish of exposed surfaces. Concrete finishes shall be as defined in ACI 301.
- Protect finished concrete surfaces from damage, rain, hail, running water, other injurious effects.
- Protect the concrete surface between finishing operations on hot, dry days or any time plastic shrinkage cracks could develop by using wet burlap, plastic membranes or fogging.
- Horizontal and vertical joints are not permitted in concrete construction except where indicated.
- Construction joints at locations other than where indicated shall be submitted to the Structural Engineer for approval.
- Construction joints shall be prepared by roughening the contact surface in an approved manner to a full amplitude of approximately 1/4 inch leaving the contact surface clean and free of laitance.
- Control joints shall be made in concrete slabs-on-grade at points of discontinuity, at reentrant corners, and at other locations shown on the plans.
- Provide 3/4 inch chamfers on all exposed corners of concrete except those abutting masonry.
- The Contractor shall verify the location of sleeves, openings, embedded items, etc. and shall ensure that they are in place prior to the placement of the concrete.
- Earth cuts shall not be used as forms ("bank forming") for vertical or sloping surfaces unless otherwise approved by the Structural Engineer. Where bank forming is permitted, the concrete element shall be increased at least 3 inches on all sides exposed to earth to account for possible soil contamination during concrete placement.

CONCRETE SCHEDULE

CONCRETE SCHEDULE						
CLASS	f'_c	AIR CONTENT	MIN. CEMENT: LB/CY (SACKS/CY)	MAX. WATER/CEMENT RATIO	CONCRETE PLACEMENT	REMARKS
A	5,000 psi	6% ± 1.5%	658 (7.0)	0.40	COLUMNS, SEAWALLS	
B1	4,500 psi	6% ± 1.5%	611 (6.5)	0.45	FOOTINGS, RETAINING WALLS, PIERS, PILE CAPS LESS THAN 30" THICK	
B2	4,500 psi	6% ± 1.5%	611 (6.5)	0.45	FOOTINGS, RETAINING WALLS, PIERS, PILE CAPS 30" THICK OR GREATER	MASS CONCRETE: SEE CONCRETE NOTE 3
C	4,500 psi	6% ± 1.5%	611 (6.5)	0.40	EXTERIOR SLABS-ON-GRADE, STOOPS, CURBS, & SIDEWALKS EXPOSED TO DE-ICERS	

REINFORCING STEEL

- Reinforcing bar detailing, fabricating, and placing shall conform to the latest edition of the following standards: Specifications for Structural Concrete for Buildings (ACI 301), ACI Detailing Manual (SP66). The latest editions of Concrete Reinforcing Steel Institute's Reinforcing Bar Detailing and Placing Reinforcing Bars may also be used.
- Provide standard bar chairs, slab bolsters, spacers, etc. as required to maintain concrete protection specified. Reinforcing steel shall be tied to prevent displacement during concrete placement.
- Reinforcement bars shall not be tack welded, welded, heated or cut unless otherwise indicated or approved by the Structural Engineer.
- Welding of reinforcement bars, when approved by the Structural Engineer, shall conform to the latest edition of American Welding Society Standard D1.4. Electrodes for shop and field welding of reinforcement bars shall conform to ASTM A233, Class E90XX.
- Concrete cover over reinforcement, unless otherwise noted, shall be as specified in the latest edition of ACI 318.
- Unless noted otherwise, splicing of reinforcing bars shall conform to the latest edition of ACI 318. Where the length of lap is not indicated, provide a Class "B" lap at tension splices or 30 bar diameter compression laps at compression splices. If the splice type is not defined as tension or compression, provide the splice type that produces the greatest length.

CONCRETE REINFORCING STEEL LAP SPLICE SCHEDULE			
BAR SIZE	TENSION SPLICE		COMPRESSION SPLICE
	TOP BAR	OTHER	
#3	21"	16"	12"
#4	28"	24"	15"
#5	35"	30"	19"
#6	42"	36"	23"
#7	49"	42"	26"
#8	56"	48"	30"
#9	63"	57"	34"
#10	76"	66"	38"
#11	93"	72"	42"

- Unless noted otherwise, provide 2-#5 bars (one each face) around unframed openings and diagonally at reentrant corners of vertical height offsets in concrete walls. Place bars parallel to the sides of the opening and extend 24 inches beyond corners.
- The Contractor shall prepare detailed working or shop drawings to enable him to fabricate, erect and construct all parts of the work in accordance with the drawings and specifications and shall submit one reproducible copy and one blue line copy to the Structural Engineer for review prior to fabrication. These shop drawings will be reviewed for design concepts only. The Contractor shall be responsible for all dimensions, accuracy, and fit of work.

STRUCTURAL STEEL

- Structural steel detailing, fabrication and erection shall conform to the latest editions of the AISC Specification for Structural Steel Buildings, Allowable Stress Design and Plastic Design and the AISC Code of Standard Practice for Steel Buildings and Bridges.
- Erector shall maintain minimum temporary bracing at each bay in each direction until the roof diaphragm and permanent lateral load resisting system construction are complete.
- Structural steel shall be hot-dip galvanized (see specifications) and painted. All abrasions caused by handling shall be touched-up after erection is complete.
- Design connections not shown in accordance with the latest AISC Specification and Manual of Steel Construction (allowable stress design method). Design simple span non-composite beam connections not shown to support one-half the beam load capacity as given in the AISC Uniform Load Constants for Beams Laterally Supported tables. Connection angles shall be double web angles, 5/16" minimum thickness.
- Unless otherwise noted, bolted connections for structural steel members shall be bearing-type using 3/4" diameter ASTM A325 high strength bolts with standard 13/16" diameter holes tightened to the snug tight condition.
- High strength bolted connections shall conform to the latest edition of the Specification for Structural Joints Using ASTM A325 or A490 Bolts, approved by the Research Council on Structural Connections of the Engineering Foundation.
- Welding procedures shall conform to the latest edition of the American Welding Society's (AWS) Structural Welding Codes for Steel ANSI/AWS D1.1 and Sheet Steel ANSI/AWS D1.3.
- Welded connections using ASTM A572 and A992 steel as a base metal shall be made with E70XX Low Hydrogen electrodes. Unless otherwise noted, other welded connections shall be made with regular E70XX electrodes. Welding shall be performed only where shown and to the extent indicated.
- Field drilled holes shall be reamed, cleaned and deburred prior to assembly of the connection.
- Thermal cutting shall preferably be done by machine. Hand thermally cut edges which will be subjected to substantial stress, or which are to have weld metal deposited on them, shall be reasonably free from notches or gouges. Notches or gouges greater than 3/16" that remain from cutting shall be removed by grinding. Re-entrant corners shall be shaped notch-free to a radius of at least 1/2".
- Paint on surfaces adjacent to joints to be field welded shall be wire brushed to reduce the paint film to a minimum.
- Surfaces within 2" of any field weld shall be free of materials that would prevent proper welding or produce toxic fumes while welding is being done.
- Splicing of structural steel members where not detailed is prohibited without the prior approval of the Structural Engineer as to location, type of splice and connection to be made.
- The Contractor shall prepare detailed working or shop drawings to enable him to fabricate, erect and construct all parts of the work in accordance with the drawings and specifications and shall submit one reproducible copy and one blue line copy to the Structural Engineer for review prior to fabrication. These shop drawings will be reviewed for design concepts only. The Contractor shall be responsible for all dimensions, accuracy, and fit of work.

POST-INSTALLED EXPANSION/ADHESIVE ANCHORS

- Post-installed anchors shall only be used where specified on the Construction Documents. The Contractor shall obtain approval from the Structural Engineer prior to installing the post-installed anchors in place of missing or misplaced cast-in-place anchors.
- Care shall be taken in placing post-installed anchors to avoid conflicts with existing reinforcing steel. Unless noted on the drawings that the reinforcing steel can be cut, the contractor shall review the structural drawings and shall locate the position of the reinforcing steel at the location of the post-installed anchors by Hilti PS 1000 or other GPR, X-Ray, chipping, or other approved methods.
- Post-installed anchors shall be installed by qualified personnel in accordance with the Manufacturer's Printed Installation Instructions (MPII), the drawings and specifications. Installation of post-installed anchors shall be performed by personnel trained by manufacturers' representatives to install adhesive anchors. Contractor shall submit installer training cards with anchor package.
- Post-installed anchors shall be HILTI type as manufactured by HILTI. Contact HILTI at 800-879-8000 for product related questions. Substitution requests for alternate products must be submitted by the Contractor to the Structural Engineer for review. Provide back-up technical data that demonstrates that the substituted product is capable of achieving the equivalent performance values (minimum) of the specified products using the appropriate design procedure and/or standard(s) as required by the building code.
- The Contractor shall inspect the masonry or concrete surface at each proposed post-installed anchor location prior to installation. If the anchor locations align with mortar joints or the masonry or concrete is honeycombed, cracked or otherwise unsound, the post-installed anchors shall be repositioned so as to be located in sound material and be in accordance with the manufacturer's minimum spacing and edge distance requirements.
- Anchors shall be subject to the following additional requirements:
 - Anchors shall meet the requirements of ACI 355.2 (mechanical anchors) and ACI 355.4 (adhesive anchors).
 - Anchors shall not be installed in concrete that has cured less than 28-days unless receiving prior approval from the Structural Engineer.
 - Anchors shall not be installed until the concrete has reached a minimum compressive strength of 2,500 psi.
 - Concrete temperature must be within the permitted range included in the MPII.
 - Adhesive anchors installed in horizontal or upwardly inclined orientations to resist sustained tension loads shall be continuously inspected during installation by an inspector specially approved for that purpose by the building official. The special inspector shall furnish a report to the licensed design professional and building official that the work covered by the report has been performed and that the materials used and the installation procedures used conform to the approved contract documents and MPII.

NON-SHRINK GROUT

- Grout shall be a non-metallic, shrinkage resistant (when tested in accordance with the latest edition of ASTM C827 or CRD-C621), premixed, non-corrosive, non-staining product conforming to the requirements of the latest edition of ASTM C1107 and containing Portland Cement, silica sands, shrinkage compensating agents and fluidity improving compounds.
- Grout compressive strength tests shall be performed in accordance with the latest edition of ASTM C109, with a restraining plate placed over the molds.
- Grout shall be installed and cured in accordance with the manufacturer's instructions.

STRUCTURAL LUMBER

- Structural lumber shall be detailed, fabricated and erected in accordance with the latest editions of the Timber Construction Manual by the American Institute of Timber Construction (AITC) and the National Design Specification for Wood Construction by the American Forest & Paper Association (ANSI/NFPA NDS).
- Bolts, lag screws, nails and other wood fastenings, unless otherwise noted, shall conform to the latest edition of the National Design Specification for Wood Construction. Standard cut washers shall be used between the wood and bolt head and the wood and nut.
- Lpe wood members shall have the following minimum design values:
 $F_b = 2050$ psi
 $F_v = 250$ psi
 $F_t = 875$ psi
 F_c (parallel) = 2600 psi
 F_c (perp.) = 625 psi
Modulus of Elasticity = 3,140,000 psi
Modulus of Rupture = 25,400 psi
Max. Moisture Content = 19%
- All boards shall be air dried for exterior use and shall be acclimated to the site prior to installation.
- All fasteners shall be stainless steel, unless noted otherwise.

COORDINATION WITH OTHER TRADES

- The Contractor shall coordinate and check all dimensions relating to architectural finishes, structural framing, mechanical equipment, etc. The Structural Engineer shall be notified of any discrepancies before proceeding with work in an area under question.

DESIGN

- Building Code: Indiana Building Code, 2014 Edition (2012 International Building Code, first printing, with Indiana Amendments)
- Soil information: Allowable net bearing pressure: Spread footings 1,500 psf
- Concrete: 28 day compressive strength (f'c) see schedule
- Reinforcing steel (deformed bars of new billet steel): Stirrup and tie Weldable (Low-Alloy) Otherwise ASTM A615, Grade 60 ASTM A706, Grade 60 ASTM A615, Grade 60
- Structural Steel: Structural tubing members Structural steel rolled wide flange W and WT shapes (as an alternate, ASTM A572, Grade 50 may be used) Structural steel HP piles Structural steel rolled plates & angles All other members Connection bolts ASTM Anchor bolts ASTM ASTM A500, Grade C, Fy = 50 ksi ASTM A992, Fy = 50ksi ASTM A572, Grade 50 ASTM A36 ASTM A36 A325N A36
- Non-shrink grout: 28 day compressive strength 10,000 psi
- Risk Category: II
- Live Loads: Canopy Trail: 100 psf
- Live Load Deflection Limitation: Canopy Trail: L/360
- Stream Pressure: 25 psf
- Ice Lateral Loads (Per INDOT and AASHTO Bridge Design Specifications) Effective Ice Crushing Strength, p Ice Thickness, t Elevation of Load Application 165 psi 1 foot 751.0'
- Snow Loads: Ground Snow Load, P_g Exposure Factor, C_e Thermal Factor, C_t Snow Importance Factor, I_s Flat-Roof Snow Load P_f Minimum Snow Load for Low-Slope Roofs, P_{min} 20 psf 1.0 1.2 1.0 17 psf 20 psf
- Wind Loads: Basic Wind Speed (3-second gust) Wind Exposure Internal Pressure Coefficient, GC_p: Open Structures 115 mph B 0.0
- Seismic Loads: Seismic Importance factor, I_e Mapped Spectral Response Acceleration at Short Periods, S_s Mapped Spectral Response Acceleration at 1 Second, S₁ Site Class Design Spectral Response Acceleration at Short Periods, S_{DS} Design Spectral Response Acceleration at 1 Second, S₀₁ Seismic Design Category 1.0 11.7% g 6.1% g C 9.3% g 7.0% g B



Riverfront
FORT WAYNE

Public Space Design Phase 2

PROJECT
LANDSCAPE ARCHITECT

Land Collective
DAVID RUBIN

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CIVIL ENGINEER



PNC Center, 115 W. Washington Street, Suite 1368
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STRUCTURAL ENGINEER



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ELECTRICAL ENGINEER



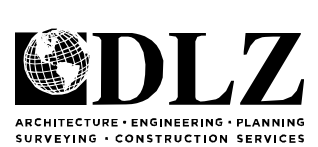
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UNIVERSAL DESIGN CONSULTANT

Skulski Consulting LLC

11084 Mast Court, Fishers, IN 46040 / TEL. 317.408.4424

ISSUED FOR:

No.	Description	Date
1	100% CONSTR. DOCS.	2024-09-16
2	ADDENDUM #3	2024-10-21

SEAL



SHEET NAME

General Structural Notes

LAND COLLECTIVE © 2024

DATE: 16 SEPT 2024

SCALE: 12" = 1'-0"

LC JOB NO.: 1818

SHEET NO.: S101