

PROJECT MANUAL

FOR

CONCRETE INSTALLATION, MAINTENANCE AND REPAIR SERVICES

DISTRICT WIDE – VARIOUS LOCATIONS

PARKWAY BID NUMBER 27-9

PREPARED BY

Parkway Facilities Department
363 North Woods Mill Road
Chesterfield, MO 63017

DATED
July 30, 2026

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SECTION 001100
INVITATION TO BID

THE FACILITIES DEPARTMENT OF THE PARKWAY SCHOOL DISTRICT INVITES YOU TO BID ON THE FOLLOWING PROJECT:

1.01 BID NUMBER 27-9 - CONCRETE INSTALLATION, MAINTENANCE AND REPAIR SERVICES AT DISTRICT WIDE - VARIOUS LOCATIONS

1.02 BIDS ARE TO BE ELECTRONICALLY SUBMITTED TO:

A. Vendors must submit their responses electronically via Bonfire:

B. https://parkwayschools.bonfirehub.com/

C. Any response not received via Bonfire before the response Submission Deadline will not be considered. Each vendor is solely responsible for ensuring that their response is acknowledged and confirmed. Responses will receive a Bonfire email confirmation upon receipt.

D. All bids shall be considered valid for acceptance until such time an award is made unless the vendor provides for a different time period within its bid response. However, the District reserves the right to reject a bid if the Vendor's response is unacceptable and the Vendor is unwilling to extend the validity of its proposal.

E. The District reserves the right to purchase any quantities of bid without altering the unit purchase price upon award.

1.03 BIDS WILL BE RECEIVED ON OR BEFORE:

A. Tuesday, August 18, 2026, at 2:00 p.m. CDT

1.04 ALL BIDS WILL BE PUBLICLY OPENED ON THE AFOREMENTIONED DATE AT THE SPECIFIED TIME AND PLACE.

A. Bids may not be withdrawn for at least forty-five (45) days after the closing date for receipt of Bids.

B. All Bids must be fully completed Bids by a Prime Contractor who shall have responsibility for all portions of the Work.

C. Individual Bids by separate Contractors for separate portions of the Work will not be accepted.

1.05 THE OWNER FOR THE PROJECT IS:

A. Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017

1.06 THE OWNER'S REPRESENTATIVE FOR THE PROJECT IS:

A. John Blanton
Manager of Planning and Construction
Parkway School District
363 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone: (314) 415-8289
E-mail: jblanton@parkwayschools.net

1.07 NOTE: BIDDERS SHALL DIRECT ALL QUESTIONS AND CLARIFICATIONS TO THE OWNER'S REPRESENTATIVE.

1.08 COPIES OF THE BIDDING DOCUMENTS MAY BE OBTAINED FROM 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY COMMENCING ON THURSDAY, JULY 30, 2026, AT 12:00 P.M. CDT, THROUGH DOCUMENT IMAGING SYSTEMS, INC., 1463 SOUTH VANDEVENTER AVENUE, ST. LOUIS, MISSOURI, 63110 (TELEPHONE NUMBER 314-531-0167).

A. The bid package can be viewed and ordered 24/7 through their website at https://parkwayschools.bonfirehub.com/portal/?tab=openOpportunities.
   1. Cick on "Open Public Opportunities" tab at top of page.
   2. Click on "View Opportunity" for "Ref # 27-9".

B. The bid package is available for purchase and there will be no deposit or refund.

1.09 BIDDING DOCUMENTS ARE ON FILE AT:

A. Associated General Contractors of Missouri, 6330 Knox Industrial Drive, St. Louis, Missouri, 63139, www.agcmo.org

B. Dodge Construction Network, www.construction.com

C. ConstructConnect, https://projects.constructconnect.com

1.10 AN EXECUTED CONTRACTOR'S QUALIFICATION STATEMENT, AIA DOCUMENT A305 INCLUDING A QUARTERLY OR ANNUAL FINANCIAL STATEMENT NOT OVER 12 MONTHS OLD MUST BE DELIVERED PRIOR TO OR WITH THE BIDDER'S BID IN ORDER FOR THE BID TO BE ACCEPTED.

A. Financial statements will be returned to the Bidder upon request received prior to the Notice To Proceed Date.

B. All financial statements not requested to be returned shall be shredded and disposed of following the Notice To Proceed Date.

1.11 IT IS ANTICIPATED THAT THE SUCCESSFUL BIDDER WILL BE GIVEN NOTICE TO PROCEED ON SEPTEMBER 10, 2026 WITH SUBSTANTIAL COMPLETION TO OCCUR ON OR BEFORE SEPTEMBER 10, 2027.

A. The Bidder will be allowed to order equipment, materials, and supplies as necessary upon entering into the Agreement Between Owner and Contractor.

1.12 IT IS ANTICIPATED THAT THIS AGREEMENT WILL BE PRESENTED TO THE SUCCESSFUL BIDDER FOR SIGNATURE ON SEPTEMBER 10, 2026.

1.13 PAYMENTS WILL BE MADE BY THE OWNER WITHIN APPROXIMATELY TEN (10) BUSINESS DAYS, BUT NOT LATER THAN THIRTY (30) CALENDAR DAYS AFTER RECEIPT OF AN APPLICATION AND CERTIFICATE FOR PAYMENT WHICH RECEIVES APPROVAL.

1.14 NOT LESS THAN THE PREVAILING HOURLY RATES OF WAGES FOR WORK OF A SIMILAR CHARACTER IN THE LOCALITY IN WHICH THE WORK IS PERFORMED, ALL AS MORE FULLY SET OUT IN THE DETAILED SPECIFICATIONS FOR THIS PROJECT, SHALL BE PAID TO ALL WORKERS EMPLOYED ON SAID PROJECT.

1.15 CONTRACTOR AND SUBCONTRACTORS SHALL PROVIDE A OCCUPATIONAL SAFETY AND HEALTH (OSHA) TEN-HOUR CONSTRUCTION SAFETY AND HEALTH PROGRAM FOR THEIR ON-SITE EMPLOYEES WHICH INCLUDES A COURSE IN CONSTRUCTION SAFETY AND HEALTH APPROVED BY OSHA OR A SMILILAR PROGRAM APPROVED BY THE MISSOURI DEPATMENT OF LABOR WHICH IS AT LEAST AS STRINGENT AS AN APPROVED OSHA PROGRAM, UNLESS SUCH EMPLOYEES HAVE PREVIOUSLY COMPLETED THE REQUIRED PROGRAM.

END OF INVITATION TO BID

SECTION 002113
INSTRUCTIONS TO BIDDERS

FORM OF INSTRUCTIONS TO BIDDERS

1.01 SEE AIA DOCUMENT A701 (2018 EDITION), INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT .

1.02 THE INSTRUCTIONS IN THIS DOCUMENT AMEND OR SUPPLEMENT THE INSTRUCTIONS TO BIDDERS AND OTHER PROVISIONS OF THE BIDDING AND CONTRACT DOCUMENTS.

END OF SECTION

AIA® Document A701® – 2018

Instructions to Bidders

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

Concrete Installation, Maintenance and Repair Services
District Wide – Various Locations
Bid No. 27-9

THE OWNER:
(Name, legal status, address, and other information)

Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

THE ARCHITECT:
(Name, legal status, address, and other information)

Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

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

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

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

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

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

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- **.1** the Bidder has read and understands the Bidding Documents;
- **.2** the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- **.3** the Bid complies with the Bidding Documents;
- **.4** the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- **.5** the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- **.6** the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

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§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

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

§ 3.3 Substitutions

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

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

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

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

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

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

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

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

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

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

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§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:
(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

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

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

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§ 5.2 Rejection of Bids
Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)
§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement
Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability
A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals
§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

.1 a designation of the Work to be performed with the Bidder's own forces;
.2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

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

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

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

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements
§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

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

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

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

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

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

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS
§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number	Title	Date

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.6 Specifications

Section	Title	Date	Pages

.7 Addenda:

Number	Date	Pages

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

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SECTION 004000
PROCUREMENT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.

B. Instructions to Bidders: AIA A701.

C. Substitution Request Form (During Procurement): Bidder's Discretion.

D. Bid Form: Section 004100 - Bid Form.

E. Procurement Form Supplements:

F. Representations and Certifications:
   1. Bidder's Qualifications: AIA A305.
      a. Form AIA A305 is attached at end of Section 006000.

1.03 REFERENCE STANDARDS

A. AIA A305 - Contractor's Qualification Statement.

B. AIA A701 - Instructions to Bidders; 2018.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 004100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

A. Parkway School District (Owner)
363 North Woods Mill Road
Chesterfield Missouri 63017

1.02 FOR:

A. The project Bid Number 27-9 - Concrete Installation, Maintenance and Repair Services at DISTRICT WIDE - VARIOUS LOCATIONS

B. Bid Number 27-9

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER COMPANY NAME, ADDRESS, AND CONTACT INFORMATION)

A. Bidder's Full Name:
_____

1. Address:
_____
2. City, State, Zip:
_____
3. Telephone Number:
_____
4. FAX Number:
_____
5. E-mail Address:
_____

1.05 ACKNOWLEDGEMENTS:

A. We acknowledge:
1. Examination of the site and all Bidding Documents and familiarity with the conditions pertaining to the site of the work and the requirements of the Bidding Documents as they pertain to the work has been made.
2. Responsibility for performing all the work required of the Bidding Documents.
3. Understanding that the Owner may reserve the right to reject any or all bids and to waive any informalities in the bidding.
4. Understanding that by submitting a bid the representations in Article 2 of the Instructions to Bidders have been made.

1.06 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Owner for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form.

B. All applicable federal taxes are included and State of Missouri taxes are included in the Bid Unit Prices.

1.07 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for forty-five days from the bid closing date.

B. If this bid is accepted by Owner within the time period stated above, we will:

1. Execute the Agreement in the form available to Contractor as part of the Bidding Documents without further modifications within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award.
3. Commence work within three days after written Notice to Proceed of this bid.

1.08 CONTRACT TIME

A. If this Bid is accepted, we will:

B. Substantially complete the Work by the date indicated in each Work Order.

1.09 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.
3. Addendum # _____ Dated _____.
4. Addendum # _____ Dated _____.

1.10 BID FORM SUPPLEMENTS

A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Document 004322 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.

1.11 BID FORM SIGNATURE(S)

A. _____

(Bidder - print the full name of your Proprietorship, Partnership, or Corporation)

B. _____

(Authorized signing officer, Title)

C. _____

(Typed or printed name of authorized signing officer)

1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

SECTION 004301
BID FORM SUPPLEMENTS COVER SHEET

PARTICULARS

1.01 TO (OWNER): PARKWAY SCHOOL DISTRICT

363 North Woods Mill Road

Chesterfield, Missouri 63017

1.02 BID NUMBER 27-9

1.03 PROJECT NUMBER: BID NUMBER 27-9

1.04 PROJECT NAME: CONCRETE INSTALLATION, MAINTENANCE AND REPAIR SERVICES

1.05 PROJECT LOCATION: DISTRICT WIDE - VARIOUS LOCATIONS

1.06 DATE: _____

1.07 SUBMITTED BY: (BIDDER TO INSERT FULL COMPANY NAME AND ADDRESS)

A. _____

B. _____

C. _____

D. _____

E. In accordance with Section 002113 - Instructions to Bidders and Section 004100 - Bid Form - , we include the Supplements To Bid Form listed below. The information provided shall be considered an integral part of the Bid Form.

1.08 SUPPLEMENTS TO BID FORM

A. Section 004322 - Unit Prices Form

SIGNATURE(S)

2.01 _____

(BIDDER - PRINT THE FULL NAME OF YOUR PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION)

2.02 _____

(AUTHORIZED SIGNING OFFICER, TITLE)

2.03 _____

(TYPED OR PRINTED NAME OF AUTHORIZED SIGNING OFFICER)

END OF SECTION

SECTION 004322
UNIT PRICES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID:

A. SUBMITTED BY:

(Bidder Name)_____

B. TO (Owner): Parkway School District
363 North Woods Mill Road
Chesterfield, Missouri 63017

C. Dated _____ (Bidder to enter date), which is an integral part of the Bid Form.

1.02 THE FOLLOWING ARE UNIT PRICES FOR SPECIFIC PORTIONS OF THE WORK AS LISTED, AND ARE APPLICABLE TO AUTHORIZED VARIATIONS FROM THE CONTRACT DOCUMENTS.

A. The Owner estimates that during the term of this agreement it will spend approximately $200,000 over the one (1) year period of the Agreement. If agreed upon by both parties, the agreement may be renewed for (1) year. However, if the proposal is accepted, Parkway has the option of terminating the agreement after one (1) year without any type of penalty or payment. This is not a guarantee to the Bidder that this amount will be spent, but is listed for Bidder guidance in estimating a prompt payment discount.

B. Express unit prices numerically unless noted otherwise.

1.03 UNIT PRICE LIST:

A. FIRST YEAR BID

1. Unit Work Prices per requirements of Division 31- Earthwork, Division 32 - Exterior Improvements and Section 012200 - Unit Prices and as described following:
   a. Remove existing vegetation, topsoil, and soil to a depth of 8 inches to meet proposed subgrade elevations as shown on drawings:
      1) Less than 1,000 s.f. - $_____/ s.f.
      2) Greater than 1,000 s.f. and less than 2,500 s.f.- $_____ /s.f.
      3) Greater than 2,500 s.f.- $ _____ / s.f.
   b. Remove existing 6 inch concrete curb up to 18 inches in depth, without reinforcing steel:
      1) Less than 25 l.f. - $_____ / l.f.
      2) Greater than 25 l.f. - $_____ / l. f.
   c. Remove existing 6 inch concrete curb up to 18 inches in depth, with reinforcing steel:
      1) Less than 25 l.f. - $_____ / l.f.
      2) Greater than 25 l.f. -$_____/l.f.
   d. Remove existing concrete walks and base to a depth of 8 inches to meet proposed subgrade elevations as shown on drawings:
      1) Less than 1,000 s.f. - $_____ /s.f.
      2) Greater than 1,000 s.f. and less than 2,500 s.f.-$_____ /s.f.
      3) Greater than 2,500 s.f. - $_____ /s.f.
   e. Remove concrete retaining walls less than 3 ft. tall and less than 12 inches thick with foundations less than 3 ft. wide and less than 12 inches thick including reinforcing steel:
      1) Less than 10 l.f. - $_____ /l.f.
      2) Greater than 10 l.f. - $_____ /l.f.
   f. Saw cutting concrete:
      1) $ _____/l.f. per inch of depth
   g. Construct 4 inch thick concrete walk with a 4 inch compacted aggregate base course including control joints, material, labor, and excluding expansion joints:

1) Less than 1,000 s.f. - $_____ /s.f.
2) Greater than 1,000 s.f. and less than 2,500 s.f. - $_____ /s.f.
3) Greater than 2,500 s.f.- $_____ /s.f

h. Construct 7 inch thick concrete pad with 4 inch compacted aggregate base course including control joints, material, labor, and excluding expansion joints:
1) Less than 1,000 s.f. - $_____ /s.f.
2) Greater than 1,000 s.f. - $_____ /s.f.

i. Construct concrete curbs 6 inches wide by 18 inches tall, including control joints, material, labor, and excluding expansion joints:
1) Less than 25 l.f. - $_____ /l.f.
2) Greater than 25 l.f.- $_____ /l.f.

j. Construct integral concrete curbs and gutters 6 inches wide by 18 inches tall, with 12 inch wide gutter, 7 inches thick, with 4 inch compacted aggregate base in gutter, including control joints, material, labor, and excluding expansion joints:
1) Less than 25 l.f. - $_____ /l.f.
2) Greater than 25 l.f.- $_____ _/l.f.

k. Expansion joint with bituminous fiberboard with self leveling joint sealant:
1) For 4 inch thick pavement - $_____ /l.f.
2) For 7 inch thick pavement - $_____ /l.f.
3) For 6 inch by 18 inch curbs - $_____ /each
4) For integral curbs and gutters - $_____/each

l. Provide and install topsoil to meet top of concrete in areas adjacent to concrete pavement areas disturbed during construction, includes material and labor:
1) At 8 inches $_____ /s.f.
2) At 18 inches $_____/s.f.

2. Additional Charges:

a. Additional charges, as listed below, shall be invoiced separately from Unit Work Prices and Labor Category Rates. List all additional charges not included in Unit Work Prices, if any, including mileage, contractor owned equipment charges (must be itemized), large equipment rental that is normally required to perform the work, service truck charges, and other expense charges. Do not include charges for hand tools, small power tools, ladders, small test equipment, or any other tool or equipment that is normal and customary to perform the Work as these costs shall be included in the Unit Work Prices and Labor Category Rates as part of Bidder's overhead. If additional charges are not mentioned in this bid, the Owner will assume costs are included in the Unit Work Prices, Labor Category Rates, and Mark-up percentages and will not assume responsibility for payment. Bidder must complete items "c" through "i" below. If more space is required attach additional sheets, signed and dated, itemizing additional charges with description and rates.

b. Description - Charge:
1) Bond Costs in dollars per $100,000 coverage - $ _____
2) Dump truck with operator per hour - $_____
3) Skidsteer with operator (per hour) - $_____
4) Skidsteer mobilization charge - $_____
5) Backhoe with operator per hour - $ _____
6) Backhoe mobilization charge - $ _____
7) Front end loader with operator per hour - $ _____
8) Front end loader mobilization charge - $ _____
9) _____ $ _____
10) _____ $ _____
11) _____ $ _____
12) _____ $ _____
13) _____ $ _____

14) _____ $ _____
15) _____ $ _____
16) _____ $ _____

3. Mark-ups:
   a. Rental Equipment: The Contractor's mark-up for overhead and profit for rental equipment not itemized in Additional Charges will be _____ percent.
   b. NO subcontractor mark-up is allowed.

B. POTENTIAL RENEWAL - SECOND YEAR BID

1. Unit Work Prices per requirements of Division 31- Earthwork, Division 32 - Exterior Improvements and Section 012200 - Unit Prices and as described following:
   a. Remove existing vegetation, topsoil, and soil to a depth of 8 inches to meet proposed subgrade elevations as shown on drawings:
      1) Less than 1,000 s.f. - $_____/ s.f.
      2) Greater than 1,000 s.f. and less than 2,500 s.f.- $_____ /s.f.
      3) Greater than 2,500 s.f.- $ _____ / s.f.
   b. Remove existing 6 inch concrete curb up to 18 inches in depth, without reinforcing steel:
      1) Less than 25 l.f. - $_____ / l.f.
      2) Greater than 25 l.f. - $_____ / l. f.
   c. Remove existing 6 inch concrete curb up to 18 inches in depth, with reinforcing steel:
      1) Less than 25 l.f. - $_____ / l.f.
      2) Greater than 25 l.f. -$_____/l.f.
   d. Remove existing concrete walks and base to a depth of 8 inches to meet proposed subgrade elevations as shown on drawings:
      1) Less than 1,000 s.f. - $_____ /s.f.
      2) Greater than 1,000 s.f. and less than 2,500 s.f.-$_____ /s.f.
      3) Greater than 2,500 s.f. - $_____ /s.f.
   e. Remove concrete retaining walls less than 3 ft. tall and less than 12 inches thick with foundations less than 3 ft. wide and less than 12 inches thick including reinforcing steel:
      1) Less than 10 l.f. - $_____ /l.f.
      2) Greater than 10 l.f. - $_____ /l.f.
   f. Saw cutting concrete:
      1) $ _____/l.f. per inch of depth
   g. Construct 4 inch thick concrete walk with a 4 inch compacted aggregate base course including control joints, material, labor and excluding expansion joints:
      1) Less than 1,000 s.f. - $_____ /s.f.
      2) Greater than 1,000 s.f. and less than 2,500 s.f. - $_____ /s.f.
      3) Greater than 2,500 s.f.- $_____ /s.f
   h. Construct 7 inch thick concrete pad with 4 inch compacted aggregate base course including control joints, material, labor and excluding expansion joints:
      1) Less than 1,000 s.f. - $_____ /s.f.
      2) Greater than 1,000 s.f. - $_____ /s.f.
   i. Construct concrete curbs 6 inches wide by 18 inches tall, including control joints, material, labor and excluding expansion joints:
      1) Less than 25 l.f. - $_____ /l.f.
      2) Greater than 25 l.f.- $_____ /l.f.
   j. Construct integral concrete curbs and gutters 6 inches wide by 18 inches tall, with 12 inch wide gutter, 7 inches thick, with 4 inch compacted aggregate base in gutter, including control joints, material, labor and excluding expansion joints:
      1) Less than 25 l.f. - $_____ /l.f.
      2) Greater than 25 l.f.- $_____ _/l.f.
   k. Expansion joint with bituminous fiberboard with self leveling joint sealant:

1) For 4 inch thick pavement - $_____ /l.f.
2) For 7 inch thick pavement - $_____ /l.f.
3) For 6 inch by 18 inch curbs - $_____ /each
4) For integral curbs and gutters - $_____/each

l. Provide and install topsoil to meet top of concrete in areas adjacent to concrete pavement areas disturbed during construction, includes material and labor:
1) At 8 inches thick $_____ /s.f.
2) At 18 inches thick $_____/s.f

2. Additional Charges:
a. Additional charges, as listed below, shall be invoiced separately from Unit Work Prices and Labor Category Rates. List all additional charges not included in Unit Work Prices, if any, including mileage, contractor owned equipment charges (must be itemized), large equipment rental that is normally required to perform the work, service truck charges, and other expense charges. Do not include charges for hand tools, small power tools, ladders, small test equipment, or any other tool or equipment that is normal and customary to perform the Work as these costs shall be included in the Unit Work Prices and Labor Category Rates as part of Bidder's overhead. If additional charges are not mentioned in this bid, the Owner will assume costs are included in the Unit Work Prices, Labor Category Rates, and Mark-up percentages and will not assume responsibility for payment. Bidder must complete items "c" through "i" below. If more space is required attach additional sheets, signed and dated, itemizing additional charges with description and rates.
b. Description - Charge:
1) Bond Costs in dollars per $100,000 coverage - $ _____
2) Dump truck with operator per hour - $_____
3) Skidsteer with operator (per hour)- $ _____
4) Skidsteer mobilization charge - $_____
5) Backhoe with operator per hour - $ _____
6) Backhoe mobilization charge - $ _____
7) Front end loader with operator per hour - $ _____
8) Front end loader mobilization charge - $ _____
9) _____ $ _____
10) _____ $ _____
11) _____ $ _____
12) _____ $ _____
13) _____ $ _____
14) _____ $ _____
15) _____ $ _____
16) _____ $ _____

3. Mark-ups:
a. Rental Equipment: The Contractor's mark-up for overhead and profit for rental eupment not itemized in Additional Charges will be _____ percent.
b. NO subcontractor mark-up is allowed.

C. POTENTIAL RENEWAL - THIRD YEAR BID
1. Unit Work Prices per requirements of Division 31- Earthwork, Division 32 - Exterior Improvements and Section 012200 - Unit Prices and as described following:
a. Remove existing vegetation, topsoil, and soil to a depth of 8 inches to meet proposed subgrade elevations as shown on drawings:
1) Less than 1,000 s.f. - $_____/ s.f.
2) Greater than 1,000 s.f. and less than 2,500 s.f.- $_____ /s.f.
3) Greater than 2,500 s.f.- $ _____ / s.f.
b. Remove existing 6 inch concrete curb up to 18 inches in depth, without reinforcing steel:

1) Less than 25 l.f. - $_____ / l.f.
2) Greater than 25 l.f. - $_____ / l. f.
3) Greater than 25 l.f. - $_____ / l. f.

c. Remove existing 6 inch concrete curb up to 18 inches in depth, with reinforcing steel:
1) Less than 25 l.f. - $_____ / l.f.
2) Greater than 25 l.f. -$_____/l.f.

d. Remove existing concrete walks and base to a depth of 8 inches to meet proposed subgrade elevations as shown on drawings:
1) Less than 1,000 s.f. - $_____ /s.f.
2) Greater than 1,000 s.f. and less than 2,500 s.f.-$_____ /s.f.
3) Greater than 2,500 s.f. - $_____ /s.f.

e. Remove concrete retaining walls less than 3 ft. tall and less than 12 inches thick with foundations less than 3 ft. wide and less than 12 inches thick including reinforcing steel:
1) Less than 10 l.f. - $_____ /l.f.
2) Greater than 10 l.f. - $_____ /l.f.

f. Saw cutting concrete:
1) $ _____/l.f. per inch of depth

g. Construct 4 inch thick concrete walk with a 4 inch compacted aggregate base course including control joints, material, labor, and excluding expansion joints:
1) Less than 1,000 s.f. - $_____ /s.f.
2) Greater than 1,000 s.f. and less than 2,500 s.f. - $_____ /s.f.
3) Greater than 2,500 s.f.- $_____ /s.f

h. Construct 7 inch thick concrete pad with 4 inch compacted aggregate base course including control joints, material, labor, and excluding expansion joints:
1) Less than 1,000 s.f. - $_____ /s.f.
2) Greater than 1,000 s.f. - $_____ /s.f.

i. Construct concrete curbs 6 inches wide by 18 inches tall, including control joints, material, labor, and excluding expansion joints:
1) Less than 25 l.f. - $_____ /l.f.
2) Greater than 25 l.f.- $_____ /l.f.

j. Construct integral concrete curbs and gutters 6 inches wide, by 18 inches tall, with 12 inch wide gutter, 7 inches thick, with 4 inch compacted aggregate base in gutter, including control joints, material, labor, and excluding expansion joints:
1) Less than 25 l.f. - $_____ /l.f.
2) Greater than 25 l.f.- $_____ _/l.f.

k. Expansion joint with bituminous fiberboard with self leveling joint sealant:
1) For 4 inch thick pavement - $_____ /l.f.
2) For 7 inch thick pavement - $_____ /l.f.
3) For 6 inch by 18 inch curbs - $_____ /each
4) For integral curbs and gutters - $_____/each

l. Provide and install topsoil to meet top of concrete in areas adjacent to concrete pavement areas disturbed during construction, includes material and labor:
1) At 8 inches $_____ /s.f.
2) At 18 inches $_____/s.f.

2. Additional Charges:

a. Additional charges, as listed below, shall be invoiced separately from Unit Work Prices and Labor Category Rates. List all additional charges not included in Unit Work Prices, if any, including mileage, contractor owned equipment charges (must be itemized), large equipment rental that is normally required to perform the work, service truck charges, and other expense charges. Do not include charges for hand tools, small power tools, ladders, small test equipment, or any other tool or equipment that is normal and customary to perform the Work as these costs shall be included in the Unit Work Prices and Labor Category Rates as part of Bidder's overhead. If additional charges are not mentioned in this bid, the Owner will assume costs are included in the Unit Work Prices, Labor Category Rates, and Mark-up percentages and will not assume responsibility for payment. Bidder must complete items "c" through "i" below. If more space is required attach additional sheets, signed and dated, itemizing additional charges with description and rates.

b. Description - Charge:
   1) Bond Costs in dollars per $100,000 coverage - $ _____
   2) Dump truck with operator per hour - $_____
   3) Skidsteer with operator (per hour) - $_____
   4) Skidsteer mobilization charge - $_____
   5) Backhoe with operator per hour - $ _____
   6) Backhoe mobilization charge - $ _____
   7) Front end loader with operator per hour - $ _____
   8) Front end loader mobilization charge - $ _____
   9) _____ $ _____
   10) _____ $ _____
   11) _____ $ _____
   12) _____ $ _____
   13) _____ $ _____
   14) _____ $ _____
   15) _____ $ _____
   16) _____ $ _____

3. Mark-ups:
   a. Rental Equipment: The Contractor's mark-up for overhead and profit for rental eupment not itemized in Additional Charges will be _____ percent.
   b. NO subcontractor mark-up is allowed.

END OF SECTION

SECTION 005000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.

1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. See Section 005200 - Agreement Form for the Agreement and General Conditions.

B. The Agreement is based on AIA A102.

C. The General Conditions are based on AIA A201.

1.03 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. See Section 006000 - Project Forms for forms specifically required following.

C. Bond Forms:
   1. Performance and Payment Bond Form: AIA A312.

D. Post-Award Certificates and Other Forms:
   1. Submittal Transmittal Form: Contractor's discretion.
   2. Certificate of Insurance Form: ACORD Certificate of Insurance 25.
   3. Schedule of Values Form: Contractor's discretion.
   4. Application for Payment Form: Contractor's discretion.
   5. Sales Tax Exemption Form: State of Missouri standard form.
   6. Consent of Surety to Reduction of Retainage Form: Surety's standard form.
   7. Stored Material Form: Contractor's discretion.

E. Clarification and Modification Forms:
   1. Request for Information Form: Contractor's discretion.
   2. Substitution Request Form (During Construction): Contractor's discretion.
   3. Written Amendment Form: Owner's standard form.
   4. Construction Change Directive Form: Owner's standard form.
   5. Request for Proposal Form: Owner's Service Contractor Not-To-Exceed Proposal form.
   6. Proposal Worksheet Summary Form: Contractor's discretion.
   7. Proposal Worksheet Detail Form: Contractor's discretion.
   8. Claim Request Form: Owner's Service Contractor Not-To-Exceed Proposal form.
   9. Change Order Form: Owner's Service Contractor Not-To-Exceed Proposal form.

F. Closeout Forms:
   1. Certificate of Substantial Completion Form: Owner will notify Contractor of Substantial Completion through e-mail or Substantial Completion will be established by payment of Final Application for Payment in the absence of formal notification to Contractor.
   2. Affidavit of Release of Liens Form: Contractor's discretion.
   3. Affidavit of Compliance With the Prevailing Wage Law: State of Missouri standard form.
   4. OSHA 10-Hour Construction Safety Training Log: Owner's standard form.
   5. Consent of Surety to Final Payment Form: Surety's standard form.

1.04 REFERENCE STANDARDS

A. AIA A102 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

B. AIA A201 - General Conditions of the Contract for Construction.

C. AIA A305 - Contractor's Qualification Statement.

D. AIA A310 - Bid Bond.

E. AIA A312 - Performance Bond and Payment Bond.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 005200
AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

A. The Agreement to be executed and Exhibit are attached at the end of this document.

B. Document 007200 - General Conditions.

C. Section 014216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

DRAFT

AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

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

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

Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

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

« »« »
« »
« »
« »

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

Concrete Installation, Maintenance and Repair Services
District Wide – Various Locations
Bid No. 27-9

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

Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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DRAFT

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 RELATIONSHIP OF THE PARTIES

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

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ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

As may be described in each Work Order or the date of the Work Order if not described.

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

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

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« »] By the following date: « »

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Each Work Order	***As described in each Work Order***

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum ***for each Work Order*** is the Cost of the Work ***for each Work Order*** as defined in Article 7.

§ 5.1.1 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

« »

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

« »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

« »

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§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify the item 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)

§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« »

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

« »

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed « » ($ « »), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Not Applicable	

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

Item	Price	Conditions for Acceptance
Not Applicable		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Not Applicable	

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price ***for each Work Order*** is based:
(Identify each assumption.)

Shall be described by the Contractor on the Work Order Not-to-Exceed proposal form provided by the Owner.

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

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to

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the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

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

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

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

§ 7.2 Labor Costs

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

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

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

« »

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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

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

§ 7.3 Subcontract Costs
Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

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

§ 7.6.7 Costs of document reproductions and delivery charges.

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

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

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

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

§ 7.7 Other Costs and Emergencies

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

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

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

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

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

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ARTICLE 8 COSTS NOT TO BE REIMBURSED

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

- **.1** Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Contractor's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Article 7;
- **.5** The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Article 7; and
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

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

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs

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incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

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

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

Every two weeks ending on a Friday.

§ 12.1.3 Provided that an Application for Payment is received by the ***Owner*** not later than the ***n/a*** day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ***n/a*** day of the ***n/a*** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ***thirty*** (***30***) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee***; plus (3) certified payroll reports for the period covered by the resent Application for Payment***.

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

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

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

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

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

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

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

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the ***Owner*** determines, in the Owner's professional judgment, to be reasonably justified; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

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

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

« »

§ 12.1.8.1.1 The following items are not subject to retainage:

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

« »

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

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« »

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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

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

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

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

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

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

- **.1** the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** ***close out documents required by the Work Order have been delivered to Owner.***

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

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

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the ***Owner*** will either issue a final Certificate for Payment with a copy to the Contractor, or notify the Contractor in writing of the ***Owner's*** reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The ***Owner*** is not responsible for verifying the accuracy of the Contractor's final accounting.

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

§ 12.2.3 The Owner's final payment to the Contractor ***for each Work Order*** shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Completion of the Work Order, delivery of received close out documents, and receipt of final Application for Payment for each Work Order.

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§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

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

« » % « »

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 13.2 Binding Dispute Resolution

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

Litigation in the Circuit Court of St. Louis County in Missouri.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;
.2 ***Not Used***
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 ***Not Used***

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps,

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including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

Matt Furfaro
Director of Facilities
Parkway School District
363 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8268
Email: mfurfaro@parkwayschools.net

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

« »
« »
« »
« »
« »
« »

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

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

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§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 15.7 Other provisions:

All Work Orders must be signed by one of the following to be valid:

Matt Furfaro
Greg Pollock
John Blanton
Pat Gutting

In addition to the names above, the following people are authorized to give verbal notification pending a written Work Order:

Marty Collier
Emir Kalkan
Ben Betts
Dennis Martin
Bill Freymuth
Brandon Hogan

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

.1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Drawings

Number	Title	Date

.5 Specifications

Section	Title	Date	Pages

.6 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.7 Other Exhibits:
(Check all boxes that apply.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

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[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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DRAFT

AIA® Document A102® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »
(In words, indicate day, month and year.)

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

Concrete Installation, Maintenance and Repair Services
District Wide – Various Locations
Bid No. 27-9

THE OWNER:
(Name, legal status and address)

Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

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.

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

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

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

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions ***unless the Contractors negligent acts, omissions, or intentional misconduct resulted in the damages covered under the property insurance, in which event the Contractor shall pay costs not covered because of such deductibles***.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure

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against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[« »] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[« »] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[« »] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[« »] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[« »] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[« »] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[« »] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

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§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[« »] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

« »

[« »] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.1.1 ***Certificates of Insurance shall show the additional insureds required by Section A3.1.3. The Contractor shall provide the required policy endorsements for the additional insureds to the Owner with the certificates of insurance.***

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

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

§ A.3.2 Contractor's Required Insurance Coverage
§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability
§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ***two million dollars*** ($ ***2,000,000.00***) each occurrence, ***three million dollars*** ($ ***3,000,000.00***)

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general aggregate, and ***three million dollars*** ($ ***3,000,000.00***) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

.4 bodily injury or property damage arising out of completed operations; and

.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

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

.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

.3 Claims for bodily injury other than to employees of the insured.

.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.

.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.

.8 Claims related to roofing, if the Work involves roofing.

.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

.10 Claims related to earth subsidence or movement, where the Work involves such hazards.

.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ***one million dollars*** ($ ***1,000,000.00***) per accident ***and two million dollars ($2,000,000.00) in the aggregate***, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits ***as required by the State of Missouri***.

§ A.3.2.6 Employers' Liability with policy limits not less than ***one million dollars*** ($ ***1,000,000.00***) each accident, ***one million dollars*** ($ ***1,000,000.00***) each employee, and ***two million dollars*** ($ ***2,000,000.00***) policy limit.

§ A.3.2.7 ***Not Used.***

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ***two million dollars*** ($ ***2,000,000.00***) per claim and ***three million dollars*** ($ ***3,000,000.00***) in the aggregate.

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§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ***two million dollars*** ($ ***2,000,000.00***) per claim and ***three million dollars*** ($ ***3,000,000.00***) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ***three million dollars*** ($ ***3,000,000.00***) per claim and ***five million dollars*** ($ ***5,000,000.00***) in the aggregate.

§ A.3.2.11 ***Not Used.***

§ A.3.2.12 ***Not Used.***

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[***X***] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, ***if the Work involves asbestos encapsulation or removal or both*** with policy limits of not less than ***two million dollars*** ($ ***2,000,000.00***) per claim and ***three million dollars*** ($ ***3,000,000.00***) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[***X***] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[***X***] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.4 Performance Bond and Payment Bond

The Contractor 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	***The Contract Sum including adjustments by approved Change Order.***
Performance Bond	***The Contract Sum including adjustments by approved Change 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.

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ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

§ A.4.1 ***Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum and in each approved Change Order.***

§ A.4.2 ***The Contractor shall deliver the required bonds to the Owner no later than seven (7) days following the date of the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.***

§ A.4.3 ***The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.***

§ A.4.4 ***As set forth in 107.170 RSMo the Contractor shall deliver with the bonds a letter that certifies the bonding company is solvent and that the representative made in the purported bonds are true and correct.***

DRAFT

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SECTION 006000
PROJECT FORMS

PART 1 GENERAL

1.01 PROJECT FORMS

A. The Forms to be executed that are referenced in Section 005000 - Contracting Forms and Supplements and in the various sections of this Project Manual are attached at the end of this document.

B. The forms attached are as follows:
   1. Contractor's Qualification Statement: AIA A305
   2. Performance and Payment Bond: AIA A312
   3. Service Contractor's Not-To-Exceed Proposal Form
   4. Substance Abuse and Safety Program Supplier/Vendor/Visitor Acknowledgement Form
   5. OSHA 10-Hour Construction Safety And Health Training Log Form
   6. Affidavit of Compliance With the Prevailing Wage Law

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

- [X] Exhibit A – General Information
- [X] Exhibit B – Financial and Performance Information
- [X] Exhibit C – Project-Specific Information
- [X] Exhibit D – Past Project Experience
- [ ] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature

Date

Printed Name and Title

NOTARY
State of:
County of:
Signed and sworn to before me this day of

Notary Signature

My commission expires:

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.

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AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

.2 If your organization is a partnership, identify its partners and its date of organization.

.3 If your organization is individually owned, identify its owner and date of organization.

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.

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.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

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§ **A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ **A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ **A.3.5** Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ **A.4.1** Identify three client references:
(Insert name, organization, and contact information)

§ **A.4.2** Identify three architect references:
(Insert name, organization, and contact information)

§ **A.4.3** Identify one bank reference:
(Insert name, organization, and contact information)

§ **A.4.4** Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

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AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

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.

§ B.1 FINANCIAL
§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS
§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

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(1936738154)

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?

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AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)

Concrete Installation, Maintenance and Repair Services
District Wide – Various Locations
Bid No. 27-9

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

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.

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User Notes: (1866823276)

§ **C.1.5** Identify portions of work that you intend to self-perform on this Project.

§ **C.1.6** To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ **C.2.1** Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ **C.2.2** State the total dollar value of work currently under contract at the Contractor's Project Office:

§ **C.2.3** Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ **C.2.4** State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ **C.2.5** List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ **C.3.1** Does the Contractor's Project Office have a written safety program?

§ **C.3.2** List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ **C.3.3** Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ **C.3.4** Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ **C.4.1** Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

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User Notes: (1866823276)

§ **C.4.2** If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ **C.4.3** Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ **C.5.1** If requested, will your organization be able to provide a performance and payment bond for this Project?

§ **C.5.2** Surety company name:

§ **C.5.3** Surety agent name and contact information:

§ **C.5.4** Total bonding capacity:

§ **C.5.5** Available bonding capacity as of the date of this qualification statement:

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AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

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User Notes: (3B9ADA41)

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

CONSTRUCTION CONTRACT
Date:
Amount: $ 0.00
Description:
(Name and location)
Concrete Installation, Maintenance and Repair Services
District Wide – Various Locations
Bid No. 27-9

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

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

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

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

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

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User Notes: (1094928483)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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User Notes: (1094928483)

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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User Notes: (1094928483)

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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User Notes: (1094928483)

AIA® Document A312® – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

CONSTRUCTION CONTRACT
Date:
Amount: $ 0.00
Description:
(Name and location)
Concrete Installation, Maintenance and Repair Services
District Wide – Various Locations
Bid No. 27-9

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

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

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

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

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

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/
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User Notes: (1751737972)

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

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

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

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

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

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

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

.2 have sent a Claim to the Surety (at the address described in Section 13).

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

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

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

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

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

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

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

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

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User Notes: (1751737972)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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User Notes: (1751737972)

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

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SERVICE CONTRACTOR
NOT-TO-EXCEED PROPOSAL FORM

PARKWAY SCHOOLS

For Office Use Only

Service Contract Type: _____ **Bid Number:** _____

Service Contractor: _____ **Bid Expiration Date:** _____

Building Location: _____ **Board Approval Date:** _____

Work Order Number: _____ **Board Authorized Amount:** _____

Project Number: _____ **Spent + Pending prior to NTE:** _____

Source of Funds: Bond **Remaining Authorization:** _____

Blanket PO Number: _____ **PO balance:** _____

Account Code: _____

For Office Use Only

Scope of Work Description:

Contractor To Complete

Not To Exceed Proposal:

Labor: $ - **Estimated Duration to Complete in Days:**

Material: $ - _____

Rental: $ -

Total: $ - **Note: Please attach back-up calculations for proposal.**

Contractor To Complete

Contractor Signature: _____

Date Submitted: _____

For Office Use Only

Reviewed By: _____ **Date:** _____

Administrator Approval: _____ **Date:** _____

Administrator Approval: _____ **Date:** _____

REV 7/10/2023

Substance Abuse and Safety Program
Supplier/Vendor/Visitor Acknowledgement

I,_____, acknowledge and understand that a Substance Abuse and Safety Program is in effect on this job site and that I will be expected to abide by these job site rules.

I agree not to use, possess, sell or distribute alcoholic beverages, drugs, or drug paraphernalia, drug look-alikes, firearms, weapons, explosives, ammunition, or other prohibited items on this job site. I understand that violations will result in expulsion from this job site.

I understand my involvement in an accident or other circumstances may cause the Owner, Contractor or Subcontractor to require me to have urine, blood, or saliva drug and/or alcohol test as called for in the Program. While my cooperation is voluntary, I understand that failure to cooperate will result in expulsion from this job site. This document does not supersede other job site rules, but is in addition to them.

ACKNOWLEDGEMENT AND ACCEPTANCE:

Signature _____ Date_____

Print Name _____

Company _____

SECURITY BADGE & OSHA 10 HOUR CONSTRUCTION SAFETY & HEALTH TRAINING LOG

Parkway Project Number _____

The undersigned certify that they have obtained a security badge from the Owner's security office and that they have successfully completed the OSHA 10 Hour Safety Training program pursuant to Section 292.675 RSMo and understand that they shall carry the issued security badge and documentation of successful completion of the OSHA 10 Hour Safety Training program at all times while working on the Project site.

Print Name	Signature	First Date On Site	Company	Owner's Security Badge Number	OSHA 10 Hour Training Certification Number

DIVISION OF LABOR STANDARDS

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) *(Name of Company)*

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the ____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

_____
Signature

Subscribed and sworn to me this ____ day of _____, _____.

My commission expires _____, _____.

_____
Notary Public

_____
Receipt by Authorized Public Representative

Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.

SECTION 007200
GENERAL CONDITIONS

PART 1 GENERAL

1.01 FORM OF GENERAL CONDITIONS

A. The General Conditions applicable to this contract is attached at the end of this document.

1.02 RELATED DOCUMENTS

A. Document 005200 - Agreement Form.

B. Section 014216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Concrete Installation, Maintenance and Repair Services
District Wide – Various Locations
Bid No. 27-9

THE OWNER:
(Name, legal status and address)

Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

THE ARCHITECT:
(Name, legal status and address)

Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone Number: 314-415-8100

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

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

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Hazardous Materials

Hazardous Materials are those materials or substances regulated as a hazardous substance, hazardous material, toxin, pollutant, or hazardous waste under applicable federal, state, or local laws, ordinances, rules, or regulations governing the protection of human health or the environment.

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§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect**,** the Architect's consultants***, and any other design professionals retained by the Owner for the Project*** shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract 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 ***certified or registered*** mail, by courier ***providing proof of delivery***, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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 ***electronic transmission to the centralized electronic document management system***.

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§ 1.7 Digital Data Use and Transmission

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.

§ 1.8 Building Information Models Use and Reliance

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.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Not used. **§ 2.2.2** Not used. **§ 2.2.3** Not used. **§ 2.2.4** Not used.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site ***upon Contractor's written request for such information***. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but ***only after the Contractor diligently reviews such surveys and notifies the Owner of any discrepancies or problems observed by the Contractor. The Contractor*** shall exercise proper precautions relating to the safe performance of the Work ***when relying upon Owner supplied surveys***.

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

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§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish ***free of charge*** to the Contractor ***up to twenty (20) copies*** of the Contract Documents. ***Additional copies will be furnished upon request by the Contractor at the cost of reproduction, postage, and handling.***

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior ***written*** approval of the Architect. ***In such case, an appropriate Change Order shall be issued*** to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.2.2.1 In all cases where the Work abuts or interconnects with existing or other work, Contractor shall verify at the site all grades, elevations, locations, or dimensions relating to such existing or other work. Any errors in the Work due to Contractor's failure to verify all such grades, elevations, locations, or dimensions shall be promptly rectified at Contractor's sole cost, without any additional cost to the Owner.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The ***Owner and*** Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the ***Owner or*** Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

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

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.6.2 As set forth in 144.030RSMo and 144.062RSMo, Contractors who purchase materials and/or supplies for the purpose of construction, repairing, or remodeling facilities for the Owner are exempt from paying sales tax on those materials and/or supplies. The official state tax exemption certificate will be furnished to the Contractor by the Owner.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 ***The Owner shall secure and pay the building permit from St. Louis County, Missouri or the local municipality, whichever has jurisdiction, the building permit from the local Fire District, and the permit and connection fees required by the Metropolitan St. Louis Sewer District, as applicable. The Contractor will be required to pick up the permits from the government agencies. The Contractor will be reimbursed by the Owner for the actual direct cost of these permits without any additional costs except for a reasonable amount of project management time required to pick up the permits. The*** Contractor shall secure and pay for ***any*** other permits, fees, licenses, and inspections by government agencies necessary for proper execution, completion***, and occupancy*** of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ***7*** days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. ***The Contractor's failure to advise the Owner and the Architect of such concealed conditions within 7 days of discovery by the Contractor or any party claiming under the Contractor shall preclude the Contractor's right to seek costs related to such conditions.*** If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the ***Owner*** may notify the Contractor, stating whether the Owner (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the ***Owner*** to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

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

§ 3.10.4 Whenever it becomes apparent from the latest schedule or otherwise that any completion date on the original schedule, subject to adjustment as provided under the Contract Documents, may not be met, the Contractor shall take some or all of the following actions at no additional cost to the Owner to put the Project back on schedule: (1) increase construction manpower in such quantities as will eliminate the backlog of work; (2) increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or a combination of the aforesaid, which will substantially eliminate the backlog of work; (3) reschedule activities to achieve maximum practical accomplishment of activities. If the Contractor fails to take any of the above within seventy-two (72) hours after receiving written notice from the Owner or Architect of the slip in schedule, the Owner may, but shall not be obligated, to take action to attempt to put the Project back on the original schedule, subject to the adjustments permitted hereunder, and deduct the cost of such actions from the Contract Sum.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. ***Such design professionals shall obtain and maintain through their provisions of Work under this Agreement, professional errors and omissions liability insurance in the amount of two million dollars ($2,000,000) per claim and three million dollars ($3,000,000) in the aggregate.*** Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect ***and the Owner*** will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect ***and the Owner*** at the time and in the form specified by the Architect ***and the Owner***.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

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Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall ***continuously*** keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

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

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located. ***Other representatives of the Owner, such as testing agencies and governmental agencies shall have access to the project at reasonable times for their observation, inspection, and testing. The Contractor will provide proper and safe conditions for such access.***

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify***, defend with legal counsel acceptable to the Owner,*** and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to ***personal injury,*** bodily injury, sickness, disease or death, ***the Contractor's failure to make payment to any subcontractor or supplier in connection with the Work,*** or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

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§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall ***endeavor to*** include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. ***If the Owner is unable to include the Architect in a communication with the Contractor, the*** Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor ***relating to the Architect's services or professional responsibilities or*** otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect ***unless the Architect authorizes direct communication with the Architect's consultants. If authorized by the Architect, the Owner or Contractor shall promptly notify the Architect of the substance of any direct communications between the Owner or Contractor and the Architect's consultants***. Communications by and with Subcontractors and suppliers shall be through the Contractor ***unless the Contractor authorizes direct communication with the Contractor's Subcontractors and suppliers. If authorized by the Contractor, the Owner or Architect shall promptly notify the Contractor of the substance of any direct communications between the Owner or Architect and the Contractor's Subcontractors and suppliers***. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Not used.

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement

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of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 ***The Contractor shall not change the initial list of Subcontractors approved by the Owner without written approval.*** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner makes objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. ***Subcontractors shall be required, unless otherwise agreed to in writing by the Owner, to carry the same types and amounts of insurance as the Contractor, and shall name the Owner, Architect, and Architect's consultants as additional insured with respect to the Project.*** Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance.

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify ***the Owner and*** the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

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§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

§ 7.3.6.1 The Contractor shall promptly proceed with the change in the Work described in the Construction Change Directive only if the Contractor is explicitly directed to proceed in the Construction Change Directive.

§ 7.3.6.2 If the Construction Change Directive does not contain an explicit direction to proceed, the Contractor shall promptly proceed with the change in the Work only upon receipt of a Change Order that references the Construction Change Directive.

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect***, in consultation with the Owner*** may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect ***and the Owner*** and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented

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in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 Not used.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Owner will not withhold retainage on account of progress payment provided the Contractor shall have met identified target dates in the Contractor's CPM network analysis schedule for the Project.

§ 9.3.1.4 The Owner reserves the right to withhold retainage on account of progress payments in the amount not to exceed five percent (5%) of the total completed and stored to date amount as identified in the Application for Payment if the Contractor has not met identified target dates in the Contractor's CPM network analysis schedule for the Project.

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The ***Owner*** will, within seven days after receipt of the Contractor's Application for Payment, either ***approve the Application for Payment*** or withhold ***the*** Application for Payment, and notify the Contractor of the ***Owner's*** reason for withholding certification in whole ***or in part*** as provided in Section 9.5.1.

§ 9.4.2 ***Not used.***

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The ***Owner*** may withhold ***an Application*** for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the ***Owner's*** opinion the ***Work has not progressed to the point indicated or quality of the Work is not in accordance with the Contract Documents***. If the ***Owner*** is unable to ***approve*** payment in the amount of the Application ***for Payment***, the ***Owner*** will notify the Contractor as provided in Section 9.4.1. If the Contractor and ***Owner*** cannot agree on a revised amount, the ***Owner*** will promptly issue ***an Application*** for Payment for the amount for which the ***Owner*** is able to ***approve***. The ***Owner*** may also withhold ***an Application*** for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of ***an Application*** for Payment previously issued, to such extent as may be necessary in the ***Owner's*** opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When ***the Contractor*** disputes the ***Owner's*** decision regarding ***an Application*** for Payment under Section 9.5.1, in whole or in part, ***the Contractor*** may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding ***approval*** are removed, ***approval*** will be made for amounts previously withheld.

§ 9.5.4 If the ***Owner*** withholds ***an Application*** for ***Payment*** under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Contractor ***and the Contractor*** shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 ***The*** Owner shall make payment ***on an approved Application for Payment*** in the manner and within the time provided in the Contract Documents.

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

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§ 9.6.3 The ***Owner*** will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend**,** indemnify***, and hold harmless*** the Owner ***as provided in Section 3.18 for*** any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the ***Owner*** does not ***approve an Application*** for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount ***approved*** by the ***Owner*** or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner ***and the Owner's failure to cure such a delinquent payment within the seven (7) day period***, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect ***and the Owner*** will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's ***and the Owner's*** inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.3.1 If the Architect's and the Owner's inspection discloses and item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents, but does not preclude the Owner from occupying or utilizing the Work or designated portion thereof for its intended use, then the Architect shall append the items to the list prepared by the Contractor. The appended list of items to be completed or corrected prior to final payment shall be attached to the Certificate of Substantial Completion.

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

§ 9.8.4.1 Warranties required by the Contract Documents shall commence on the date of acceptance by the Architect and the Owner for any items on the list of items to be completed or corrected prior to final payment.

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

§ 9.9 Partial Occupancy or Use

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance, the ***Owner*** will promptly make such inspection. When the ***Owner*** finds the Work acceptable under the Contract Documents and the Contract fully performed, the ***Owner*** will promptly ***approve the*** final ***Application*** for Payment ***upon receipt. If the Owner does not find the Work acceptable or completed, the Owner shall notify the Contractor of the details in which the inspections reveal that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to complete the Work or remedy the incomplete or defective Work.***

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ***Owner*** (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents,

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(4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ***Owner*** prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 Liquidated Damages and Incentives

§ 9.11.1 Because the Owner has scheduled use of the completed project, time is an essential and material factor of this Agreement. Failure to complete the work on or before the date of Substantial Completion will subject the Owner to loss and damage. Since the measure of such loss or damage is not readily ascertainable, it is hereby established that the loss according to the Owner from any failure on the part of the Contractor to date shall be liquidated and fixed at sum of $N/A per calendar day or portion of day that the work remains incomplete past the date of Substantial Completion in accordance with the terms of this Agreement.

§ 9.11.2 The Owner shall reward the Contractor for early completion of the project before the date of Substantial Completion at the sum of $N/A per calendar day up to a sum that shall not exceed $N/A.

§ 9.11.3 The Contractor agrees that this is a reasonable amount for liquidated damages due to delays and is not a penalty. Owner may deduct this sum from any sum that may be due to the Contractor.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable ***and necessary*** precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.4.1 When use or storage of explosives, hazardous materials, equipment, or unusual methods are necessary, the Contractor shall give the Owner advance notice and shall receive written approval from the Owner for such use or storage.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.1.1 The Owner will notify the Contractor prior to beginning the Work of the location for known asbestos containing materials and lead containing materials within the limits of the Work. The Contractor shall be required to notify all of the Contractor's employees, Subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable that may come in contact with asbestos containing materials and lead containing materials within the limits of the Work. Information presented to the Contractor by the Owner identifying the location for all known asbestos containing materials and lead containing materials within the limits of the Work shall be displayed prominently at the work site for all workers to review.

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§ 10.3.1.2 Prior to being allowed on the work site, the Contractor's employees, Subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable that may come in contact with the asbestos containing materials and lead containing materials shall be required to sign an acknowledgement form indicating that they have been informed of the presence and location for all known asbestos containing materials and lead containing materials and that the known asbestos containing materials and lead containing materials shall not be disturbed in any manner.

§ 10.3.1.3 The Contractor shall indemnify and hold harmless the Owner for any disturbance of the disclosed known asbestos containing materials and lead containing materials by the Contractor's employees, Subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable that may come in contact with the asbestos containing and lead containing materials under the Contractor's obligations in Section 3.18. Failure to fulfill the Contractor's requirements under Section 10.3.1.2 shall not relieve the Contractor of obligations under this Section10.3.1.3 or Section 3.18

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

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§ 11.3 Waivers of Subrogation
§ 11.3.1 ***There are no waivers of subrogation.***

§ 11.3.2 Not used.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance
The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.
§11.5 Adjustment and Settlement of Insured Loss
§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work
§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work
§ 12.2.1 Before Substantial Completion
The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion
§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails***, after discovery of the condition*** to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require

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correction by the Contractor and to make a claim for breach of warranty. ***The waiver of the rights by the Owner to require correction of non-conforming work and make a claim for breach of warranty by the Contractor is not applicable to non-conforming work discovered after the one year period, but within statutory limitation period provided by law.*** If the Contractor fails to ***commence and continue correction of such*** nonconforming Work ***with diligence and promptness*** within ***the ten-day period*** after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 ***A new*** one-year period for correction of Work shall ***exist for all corrective work performed by the Contractor pursuant to this Section 12.2, but such a new one-year period shall apply only to the specific item, component, or system corrected.***

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the state of Missouri.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

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§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the ***Owner and*** Architect timely notice of when and where tests and inspections are to be made so that the ***Owner and*** Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the ***Owner*** will, upon written authorization, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the ***Owner and*** Architect of when and where tests and inspections are to be made so that the ***Owner and*** Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ***Owner and*** Architect.

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

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing ***governed by the law of the state of Missouri.***.

§ 13.6 Equal Opportunity

§ 13.6.1 The Contractor shall maintain policies of employment as follows:

§ 13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to: employment, promotions, demotions, transfers, recruitment, recruitment advertising, layoffs, terminations, rates of pay or compensation, and selection of training, including apprenticeships. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

§ 13.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

§ 13.7 Domestic Products Procurement

§ 13.7.1 The Owner encourages Contractors and Subcontractors to purchase or lease products manufactured, assembled, or produced in the United States when providing goods and services to the Owner.

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§ 13.7.2 As set forth in 171.181 RSMo, the Owner will give preference to commodities manufactured, mined, produced, or grown within the state of Missouri and will give preference to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals when quality and price are approximately the same.

§ 13.8 Americans with Disabilities Act

§ 13.8.1 The Owner is bound by and complies with the Americans with Disabilities Act (ADA). The Owner has designated the following individual to oversee the ADA requirements for the Owner: John Blanton, Manager of Planning and Construction Services, 314-415-8289.

§ 13.9 Alternative Dispute Resolution

§ 13.9.1 Alternative Dispute Resolution (ADR) methodologies will be encouraged in place of more formal dispute resolution procedures. ADR will assist in promoting and maintaining an amicable working relationship between parties. ADR is to be a voluntary, non-binding procedure available for use by the parties to this Contract to resolve any dispute that may arise during performance of the Work.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for ***authorized*** Work ***properly*** executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the

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Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

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§ 15.1.2 Time Limits on Claims
The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the ***time period specified by the laws of the state of Missouri.***

§ 15.1.3 Notice of Claims
§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance
§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost
If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time
§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. ***The Contractor shall make allowance in the Contract Time and schedule for 10 adverse weather condition days. Claims for additional costs or time extensions due to adverse weather conditions will not be entertained until after these 10 adverse weather condition days have been claimed and resolved according to Section 15.2***

§ 15.1.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver excludes
.1 damages incurred by the Owner or Contractor as the result of either party's gross negligence or willful misconduct, and

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.2 damages incurred by the Owner or Contractor covered by insurance in accordance with requirements as outlined in Article 11.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to ***litigation*** of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to binding dispute resolution.

§ 15.2.6 Not used.

§ 15.2.6.1 Not used.

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

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

§ 15.3 Mediation

§ 15.3.1 ***Binding mediation will not be allowed under this Contract as a method to resolve any claim, dispute or other matter in question arising out of or related to this Contract.*** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to ***non-binding alternative dispute resolution methods or by*** binding dispute resolution.**§ 15.3.2** The

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parties shall endeavor to resolve their Claims, ***disputes, or other matter in question arising out of or related to the Contract*** by ***non-binding alternative dispute resolution methods.*** A request for ***non-binding alternative dispute resolution methods*** shall be made in writing, delivered to the other party to the Contract. The request may be made concurrently with the filing of binding dispute resolution proceedings.

(Paragraph deleted)
§ 15.3.3 ***Not used.***

§ 15.3.4 ***Not used.***

§ 15.4 Arbitration
§ 15.4.1 ***Arbitration will not be allowed under this Contract as a method to resolve any Claim, dispute or other matter in question arising out of or related to this Contract.***

§ 15.4.1.1 ***Not used.***

§ 15.4.2 ***Not used.***

§ 15.4.3 ***Not used.***

§ 15.4.4 ***Not Used***
§ 15.4.4.1 ***Not used.***

§ 15.4.4.2 ***Not used.***

§ 15.4.4.3 ***Not used.***

§ 15.5 Binding Dispute Resolution
§ 15.5.1 Any unresolved controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by litigation in accordance with the laws of the state of Missouri, except controversies or claims relating to aesthetic effect as provided in Section 4.2.13 and except those waived as provided for in Sections 9.10.4, and 9.10.5, and 15.1.7. Such controversies or claims upon which the Initial Decision Maker has given notice and rendered a decision as provided in Section 15.2.5 shall be subject to litigation.

§ 15.5.2 Any litigation shall be filed in the Circuit Court of St. Louis County in the state of Missouri.

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SECTION 011000
SUMMARY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project information.

B. Contract description.

C. Duration of Agreement.

D. Description of the Work.

E. Work by Owner.

F. Owner occupancy.

G. Contractor use of site and premises.

H. Work sequence.

I. Time management.

J. Emergency response time.

K. Specification conventions.

1.02 PROJECT INFORMATION

A. Project Name: Concrete Installation, Maintenance and Repair Services

B. Owner's Name: Parkway School District.

C. Architect's Name: As described in each Work Order.

D. The Project consists of the new installations, renovations, and repairs at various locations for asphalt services.

1.03 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on the cost of work with a guaranteed maximum price as described in Document 005200 - Agreement Form.

1.04 DURATION OF AGREEMENT

A. The Agreement is intended to have a three (3) year duration.

B. The duration of the Agreement is not guaranteed and may be terminated by the Owner in accordance with the AIA Document A201, General Conditions of the Contract for Construction, Article 14.

C. The Unit Prices identified for the second year in the Agreement will be applicable to any Work performed on behalf of a Work Order dated after the first anniversary date of the Agreement.

D. The Unit Prices identified for the third year in the Agreement will be applicable to any Work performed on behalf of a Work Order dated after the second anniversary date of the Agreement.

1.05 DESCRIPTION OF THE WORK

A. Scope of demolition and removal work is as described in each Work Order and specified herein.

B. Scope of alterations work is as described in each Work Order and specified herein.

C. Scope of new work is as described in each Work Order and specified herein.

D. The Work includes, but is not limited to:
   1. Removal of existing vegetation, topsoil, soil, or pavement in preparation for new concretepavement.
   2. Excavation and fill to bring subgrade to desired elevations.
   3. Preparation of subgrade to receive concrete pavement system.

4. Installation of new concrete pavement systems including reinforcing.
5. Backfilling and restoration of topsoil in disturbed areas surrounding concrete pavement installations.
6. Other Work not specifically identified above which is associated with concrete paving services as directed by the Owner through a Work Order

E. Owner will remove the following items before start of the Work:
1. As described in each Work Order.

F. Contractor shall remove and deliver the following to Owner prior to start of the Work:
1. As described in each Work Order.

G. Contractor shall remove and store the following prior to start of the Work, for later reinstallation by Contractor:
1. As described in each Work Order.

1.06 WORK BY OWNER

A. Owner has awarded a contract for abatement of asbestos containing materials.
1. The asbestos management plans are available for inspection from 8:00 a.m. to 4:00 p.m. Monday through Friday at the Owner's Environmental Group offices located at the District Operations Building, 363 North Woods Mill Road, Chesterfield, Missouri 63017.
2. The asbestos management plans are available while performing the work during normal work hours at the Administrative Offices of the facility at which the work is to be completed.

B. The Owner has awarded other contracts for:
1. Asphalt services.
2. Building automation systems services.
3. Carpentry and glazing services.
4. Electrical services.
5. Elevator services.
6. Fire alarm systems services.
7. Floor covering services,
8. HVAC services.
9. Masonry services.
10. Painting, plastering, and wall covering services.
11. Plumbing and fire sprinkler services.
12. Public address systems services.
13. Roofing services.
14. Telecommunications cabling services .
15. Tile setting services.
16. Window treatment services.

C. All Other Contracts:
1. Owner has awarded separate contracts for various trades described in paragraph 1.06.
2. The Work will be performed by the trade that normally and customarily performs portions of the Work pertaining to that trade.
3. The Owner shall determine which contractor shall perform portions of the Work when there is no normal and customary precedent or in the case of dispute between the contractors.

D. Owner will supply and install the following:
1. As described in each Work Order.

E. Owner will supply the following for installation by Contractor:
1. As described in each Work Order.

1.07 OWNER OCCUPANCY

A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

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

D. Schedule the Work to accommodate Owner occupancy.

1.08 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas specifically required to perform the Work and to areas agreed to in advance by Owner for storage of supplies and staging..

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

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

D. Existing building spaces may not be used for storage without expressed consent of the Owner.

E. Time Restrictions:
   1. Limit conduct of exterior work to the hours of 7:00 a.m. to 6:00 p.m. or by local ordinance if more restrictive unless given specific written permissionn by the Owner to work outside of these hours..
   2. Limit conduct ofof interior work to the hours of 6:00 a.m. to 11:00 p.m..
   3. Disruptive Work: prior to 7:00 a.m., after 3:45 p.m., or any day school is not in session .
      a. Disruptive work is defined as work that will vibrate the building structure, will cause excessive noise in adjacent classrooms, has potential of releasing noxious fumes, or puts building occupants in a potentially unsafe situation.

F. Utility Outages and Shutdown:
   1. Contractor shall not proceed with utility outage or shutdown without written confirmation from Owner that utility outage or shutdown can commence.
   2. Limit disruption of utility services to hours the building is unoccupied.
   3. Contractor shall notify Owner at least 48 hours in advance of utility outage or shutdown.
   4. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
   5. Prevent accidental disruption of utility services to other facilities.

1.09 WORK SEQUENCE

A. Defined Scope:
   1. The Owner will issue to the Contractor a Service Contractor Not-To-Exceed Proposal Form that will define the scope of the Work for the proposed Work Order.
   2. The Contractor shall complete the Service Contractor Not-To-Exceed Proposal Form with the total representing the Guaranteed Maximum Price and return the form to the Owner as soon as possible but no later than 14 calendar days from receipt.
   3. The Owner will review the Blanket Contractor Not To Exceed Proposal Form and
      a. if the proposal is acceptable, the Owner may issue a Work Order.
      b. if the proposal is not acceptable, the Owner will negotiate with the Contractor until an acceptable proposal is provided.

c. if the proposal is not acceptable and negotiations are unsuccessful, the Owner will not issue a Work Order and will look for other options to complete the Work.

B. Undefined Scope:
1. Work that requires an emergency response or requires an investigative approach is considered as having an undefined scope.
2. The Owner will provide verbal authorization to proceed for Work that requires and emergency response.
3. Owner will provide a written Work Order to Contractor within 24 hours of placing emergency telephone call.
4. The Owner will issue a Work Order for Work that requires an investigative approach.
5. Upon completion of the investigation, the Owner may:
a. require the Contractor to complete the Work under the issued Work Order.
b. require the Contractor to stop work on the Work Order and the Owner may initiate the work sequence for a defined scope.
c. require the Contractor to stop work on the Work Order and the Owner may initiate the process for developing the work as a lump sum bid project.
d. require the Contractor to stop work and the Owner abandons the Work.

1.10 TIME MANAGEMENT

A. Work Notification: Contractor shall e-mail or fax list of Contractor personnel working on each Work Order with approximate start and stop times by 8:00 a.m. each day to Owner’s supervisor noted on Work Order at supervisor’s e-mail or fax number.
1. The Contractor will be provided with all Owner's supervisor of Work Orders contact information.
2. The appropriate Work Order number or numbers must appear on the list associated with each Contractor personnel identified.

B. Time Documentation: Contractor shall e-mail or fax time tickets by 8:00 a.m. the following day for each Work Order to Owner’s supervisor noted on Work Order at supervisor’s e-mail or fax number.
1. The appropriate Work Order number must appear on each time ticket.

C. The labor cost for the time required to accomplish the time management reporting may be charged directly at the Clerical labor category unit price.
1. No other time shall be charged to the Clerical labor category as normal and customary clerical personnel duties are to be included in Contractor's overhead rates.

1.11 EMERGENCY RESPONSE TIME

A. Contractor shall provide emergency contact telephone numbers for use by Owner after normal working hours.

B. Contractor shall respond on site with adequate labor and materials to perform the Work within four (4) hours maximum to all emergency telephone calls from Owner's designated personnel.

C. Failure to meet the emergency response time or to provide adequate labor and material to perform the Work necessary to mitigate the emergency, provided materials necessary are available during emergency response time, may be considered grounds for termination of the Agreement by Owner for cause.

1.12 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form.

B. This imperative language is directed to the Contractor, unless specifically noted otherwise.

C. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

D. All references to "days" are consecutive calendar days, unless specifcally noted otherwise.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Documentation of changes in Contract Sum and Contract Time.

C. Hourly rates.

D. Change procedures.

E. Correlation of Contractor submittals based on changes.

F. Procedures for permit, municipal surety bonds, and utility connection fee reimbursements.

G. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

A. Section 005000 - Contracting Forms and Supplements: Forms to be used.

B. Section 005200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.

C. Section 007200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.

D. Section 012200 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.

E. Section 017800 - Closeout Submittals: Project record documents.

1.03 MONTHLY CASH FLOW PROJECTION

A. Submit cash flow projection information on a month to month basis from start of contract date thru substantial completion.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Format: Submit required information either in typewritten form or on electronic media printout.
   1. Form is included in Section 006000.
   2. A blank electronic form for electronic media printout is provided on the Owner's electronic document management system - Forms & Standards tab - Project Forms Library table.

C. Forms filled out by hand will not be accepted.

D. Execute certification by signature of authorized officer.

E. Application for Payment shall include the following information:
   1. Date of invoice or payment application.
   2. Contractor’s invoice or payment application number.
   3. Indicate whether payment application is "final" or "progress" application. Provide sequential number for each “progress” application.
   4. Owner’s purchase order number.
   5. Owner’s project number or Work Order number.
      a. Contractor may attach copy of the Work Order form in lieu of project number or Work Order number.
   6. Owner’s project description or project title as applicable including building or campus name.
   7. Labor amounts:
      a. Indicate labor category as identified in the Contract.
      b. Indicate hours worked by labor category.
      c. Indicate labor category hourly rate as identified in the Contract.

d. Indicate subtotal amount for hours worked times hourly rate for each labor category.
e. Indicate total amount as summation of all labor subtotal amounts.

8. Equipment amounts:
   a. Indicate equipment category as identified in the Contract.
   b. Indicate chargeable hours by equipment category.
   c. Indicate equipment category hourly rate as identified in the Contract.
   d. Indicate subtotal amount for hours worked times hourly rate for each equipment category.
   e. Indicate total amount as summation of all equipment subtotal amounts.
9. Material amounts:
   a. Indicate description of material including whether material came from Contractor's stock or purchased for the project.
   b. Indicate quantity of material.
   c. Indicate subtotal amount for each material description.
   d. Indicate total amount as summation of all material subtotal amounts.
   e. Indicate markup percentage on materials as identified in the Contract.
   f. Indicate markup amount for materials.
   g. Indicate total amount for materials plus markup.
10. Indicate total amount of invoice that includes labor, materials, and other amounts such as permits, bonds, etc. as identified in the Contract.

F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

H. Submit two copies of each Application for Payment to the Owner.
   1. Transmittal letter as specified for submittals in Section 013000.
   2. Include the following with the application:
      a. One copy of certified payroll forms for all Contractor and Subcontractor employees working on the Project Site during payment period.
         1) Submit cross-reference information between certified payroll documents and Application for Payment if certified payroll documents are not specific to the Application for Payment or if the Application for Payment is for multiple projects.
      b. One copy of each material invoice for material purchased for the Work Order (not applicable to Contractor's stock).
      c. One copy of partial release of liens from major Subcontractors and vendors beginning with second Application for Payment.
      d. Two copies of affidavits attesting to off-site stored products, if any.

I. When Owner requires substantiating information, submit data justifying dollar amounts in question.
   1. Substantiating information shall include actual invoices substantiating Contractor's stock material costs.

J. Incorrect or incomplete Applications for Payment:
   1. Owner will promptly return to Contractor with a written description of which documents are incorrect or incomplete.
   2. If, in the opinion of the Owner, the incorrectness or incompleteness of the Application for Payment is minor in character, then the Owner will contact the Contractor to discuss the corrections necessary, make the corrections, and send a corrected copy of the Application for Payment to the Contractor to expedite the approval process.

1.05 HOURLY RATES

A. Labor Hourly Rates:
   1. Man hours worked by each labor category shall be recorded each day.

2. Man hours worked by each worker shall be documented with certified payroll documents and cross referenced with the appropriate labor category defined in the Contract.

B. Equipment Hourly Rates:
   1. Chargeable hours for each equipment item shall be recorded each day.
   2. Equipment requiring specific workers solely assigned to operate the equipment shall have the labor costs included as part of the equipment hourly rate.
   3. Equipment hourly rates that include labor costs shall be noted as such in their description.

C. Payment includes full compensation for required labor or equipment, including:
   1. miscellaneous tools and equipment not specifically itemized as an equipment charge in the Contract.
   2. direct and indirect overhead on labor.
   3. direct and indirect overhead on equipment.
   4. profit.

D. All mark-ups for subcontracted labor categories shall be included as part of the labor category hourly rate.

1.06 MODIFICATION PROCEDURES

A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or Subcontractors of changes to the Contract Documents.

B. Supplementary Instructions: Owner will issue a supplementary instruction prepared by the Architect for minor changes not involving an adjustment to the Contract Sum or Contract Time.
   1. Supplementary instructions will be issued directly to the Contractor.

C. Owner Initiated Changes: Owner will issue a Change Directive document that includes a detailed description of a proposed change with, if necessary, supplementary or revised drawings and specifications, proposed method of price quotation, and proposed change in Contract Time for executing the change . Contractor shall prepare and submit a price quotation within 7 days.
   1. Execution of Change Directives:
      a. Architect and Contractor shall review the Change Directive and:
         1) If in agreement with the proposed methods for changing the Contract Sum or Contract Time, the Architect and Contractor shall approve the Change Directive no later than 2 work days from receipt.
         2) If not in agreement with the proposed methods for changing the Contract Sum or Contract Time, Architect or Contractor shall contact the Owner to negotiate disagreement no later than 2 work days from receipt.
         3) Owner will reissue Change Directive, if necessary, for approval upon conclusion of negotiations to satisfy the reason for the rejection by the Architect or Contractor.
      b. Issuance and approval of Change Directive is not an authorization to begin the Work unless the Contract Sum adjustment type is Time & Material.
   2. Execution of Proposals in Response to Change Directives:
      a. Contractor shall prepare the proposal based on proposed method of price quotation and proposed change in Contract Time described in the approved Change Directive on the Service Contractor Not-To-Exceed Proposal Form and submit the proposal to the Owner.
      b. Owner and Architect will review proposal and:
         1) If in agreement with the proposal, Owner will notify Contractor and approve the Service Contractor Not-To-Exceed Proposal Form no later than 2 work days from receipt.
         2) If not in agreement with the proposal, Owner will contact Contractor to negotiate disagreement no later than 2 work days from receipt.

3) Contractor will resubmit the proposal upon conclusion of negotiations to satisfy the reason for rejection by the Owner or Architect.
4) Owner will review resubmitted proposal and repeat execution steps described previously or cancel Change Directive if negotiations are unsuccessful.

D. Contractor Initiated Changes: Contractor may propose a change by submitting a Claim for change, with a statement describing the reason for the Claim, the effect on the Contract Sum or Contract Time or both, and with full documentation supporting the effect on Contract Sum or Contract Time or both and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
1. Execution of Contractor's Claims:
a. Owner and Architect will review Claim and:
1) If in agreement with the proposal, Owner will notify Contractor and approve the Service Contractor Not-To-Exceed Proposal Form no later than 2 work days from receipt.
2) If not in agreement with the proposal, Owner will contact Contractor to negotiate disagreement no later than 2 work days from receipt.
3) Contractor will resubmit the Claim upon conclusion of negotiations to satisfy the reason for rejection by the Owner or Architect.
4) Owner will review Claim and repeat execution steps described previously or void Claim if negotiations prove Claim is invalid or if negotiations are unsuccessful.

E. Substantiation of Costs: Provide full information required for evaluation.
1. Provide following data:
a. Quantities of products, labor, and equipment.
b. Taxes, insurance, and bonds.
c. Overhead and profit.
d. Justification for any change in Contract Time.
e. Credit for deletions from Contract, similarly documented.
2. Support each Claim for additional costs or time with additional information:
a. Origin and date of Claim.
b. Dates and times work was performed, and by whom.
c. Time records and wage rates paid.
d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

F. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

G. Promptly enter changes in Project Record Documents.

1.07 PERMIT, MUNICIPAL SURETY BONDS, AND UTILITY CONNECTION FEE REIMBURSEMENTS

A. Owner shall reimburse the Contractor for the cost of the main building permits from the following:
1. Municipality where project is located, if applicable.
2. St. Louis County, if applicable.
3. Fire Protection District where project is located, if applicable.
4. Metropolitan St. Louis Sewer District, if applicable.
5. All other permits shall be at the cost of the Contractor.

B. Owner shall reimburse the Contractor for the cost of surety bonds required by the Municipality where the project is located, if applicable.

C. Owner shall reimburse the Contractor for the cost of connection or tap fees required by utilities, if applicable.
1. Utility inspection fees are not reimbursable and shall be at the cost of the Contractor.

D. The Contractor shall be reimbursed as follows:
   1. The actual cost of the permit, municipal surety bond, and utility connection fee substantiated by a copy of the invoice or payment receipt.
   2. The actual labor cost involved in obtaining the permit, municipal surety bond, and utility connection fee substantiated by idenitfying the number of manhours and the labor rate including overheard and profit for the labor cost.
   3. The incremental cost for the increase in the performance and payment bond.
   4. The Contractor shall not be entitled to claim any other costs including overhead and profit on the actual cost of the the permit, municipal surety bond, and utility connection fee.

E. The Contractor shall follow the procedures for Contractor Initiated Changes to make claim for the reimbursement.

1.08 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 017000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012200
UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. List of unit prices, for use in preparing Bids.

B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

C. Defect assessment and non-payment for rejected work.

1.02 RELATED REQUIREMENTS

A. Document 002113 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.

B. Document 004322 - Unit Prices Form: List of Unit Prices as supplement to Bid Form

C. Section 012000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 COSTS INCLUDED

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

1.04 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.

B. Take all measurements and compute quantities. Measurements and quantities will be verified by Owner.

C. Assist by providing necessary equipment, workers, and survey personnel as required.

D. Measurement Devices:
   1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
   2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
   3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.

E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

G. Measurement by Area: Measured by square dimension using mean length and width or radius.

H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

I. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

J. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Architect prior to starting work.

1.06 PAYMENT

A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.

B. Payment will not be made for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from the transporting vehicle.
   4. Products placed beyond the lines and levels of the required Work.
   5. Products remaining on hand after completion of the Work.
   6. Loading, hauling, and disposing of rejected Products.

1.07 DEFECT ASSESSMENT

A. Replace Work, or portions of the Work, not complying with specified requirements.

B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct one of the following remedies:
   1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Owner.
   2. The defective Work will be partially repaired to the instructions of the Owner, and the unit price will be adjusted to a new unit price at the discretion of Owner.

C. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.

D. The authority of Owner to assess the defect and identify payment adjustment is final.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 013000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General administrative requirements.

B. Preconstruction meeting.

C. Site mobilization meeting.

D. Progress meetings.

E. Construction progress schedule.

F. Submittals for review, information, and project closeout.

G. Number of copies of submittals.

H. Requests for Information (RFI) procedures.

I. Submittal procedures.

J. Substance abuse testing.

K. Contractual submittal summary.

1.02 RELATED REQUIREMENTS

A. Section 007200 - General Conditions: Dates for applications for payment.

B. Section 016000 - Product Requirements: General product requirements.

C. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.

D. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. Owner may schedule a meeting after issuing a Work Order if warranted by the scope of the Work.

B. Attendance Required:
   1. Owner.
   2. Architect.
   3. Contractor.
   4. Contractor's Superintendent.
   5. Owner's Independent Testing Agency Representative if any.

C. Agenda:
   1. Distribution of Contract Documents.
   2. Designation of personnel representing the parties to the Contract; Owner, Architect, and Contractor .
   3. Scheduling.
   4. Progress cleaning, waste removal, and waste recovery.
   5. Hazardous materials notification and procedures.
   6. Scheduling activities of Owner's independent testing agency.

D. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.02 SITE MOBILIZATION MEETING

A. Owner may schedule a meeting at the Project site prior to Contractor occupancy if warranted by the scope of the Work.

B. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Special consultants.
   5. Contractor's superintendent.
   6. Owner's Tenant Representative.

C. Agenda:
   1. Use of premises by Owner and Construction Manager.
   2. Owner's requirements and partial occupancy prior to completion.
   3. Construction facilities and controls provided by Owner and Construction Manager.
   4. Temporary utilities provided by Owner.
   5. Survey and building layout.
   6. Security and housekeeping procedures.
   7. Protection of existing facilities.
   8. Waste removal and waste recovery collection locations.
   9. Schedules.
   10. Application for payment procedures.
   11. Requirements for start-up of equipment.
   12. Inspection and acceptance of equipment put into service during construction period.

D. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the Work at weekly intervals.

B. The Owner reserves the right to lengthen the interval between progress meetings as project requirements dictate.

C. The Owner reserves the right to call for special progress meetings if the Construction Manager is falling behind on schedule or is in non-compliance with Contract requirements.

D. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

E. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Special Consultants as needed.
   5. CM's Superintendent.
   6. Major Subcontractors as needed.

F. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Schedule
      a. Identification of problems that impede, or will impede, planned progress.
      b. Review of submittals schedule and status of submittals.

c. Review of off-site fabrication and delivery schedules, if any.
d. Maintenance of progress schedule.
e. Corrective measures to regain projected schedules.
f. Planned progress during succeeding work period.
g. Coordination of projected progress.

5. Maintenance of quality and work standards.
6. Effect of proposed changes on progress schedule and coordination.
7. Safety and security issues.
   a. Review of worker OSHA 10 Hour Construction Safety & Health Training certification logs status.
   b. Review of hazardous material notification acknowledgement logs status.
8. Housekeeping and existing facility protection issues.
   a. Waste removal and waste recovery.
9. Review of record document status.
10. Other business relating to the Work.

G. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

A. Preliminary schedule, target schedule, and progress schedules may be required by the Owner if warranted by the scope of the Work.
   1. Within 7 days after issuance of the Work Order, submit preliminary schedule.
   2. Within 3 days after review of preliminary schedule, submit draft of proposed complete target schedule for review.
   3. Within 3 days after joint review, submit complete target schedule.

B. Submit updated schedule showing progress against the target schedule at Owner requested intervals.

3.05 REQUESTS FOR INFORMATION (RFI)

A. Definition: A request seeking one of the following:
   1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
   2. A resolution to an issue which has arisen due to field conditions and affects design intent.

B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
   1. Prepare a separate RFI for each specific item.
      a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
      b. Do not forward requests which solely require internal coordination between subcontractors.

D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
   1. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
      a. Approval of submittals (use procedures specified elsewhere in this section).
      b. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract and Section 012000 - Price and Payment Procedures).

c. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).

2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
3. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
   a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.

E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.

F. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.

G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Claim request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and a new RFI is to be issued forthwith. Identify the relationship with the originating RFI number in the new RFI.
2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
3. Upon receipt of a response, promptly review and distribute it to all affected parties.
4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.06 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
1. Product data.
2. Shop drawings.

B. Submit for Owner and Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

C. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.07 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
1. Design data.
2. Certificates.
3. Test reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Owner's and Architect's review and knowledge in accordance with SUBMITTAL PROCEDURES article below.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

A. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017800 - Closeout Submittals:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Extended warranties (warranties greater than one year in length).
   4. Compliance with prevailing wage law affidavit.
   5. OSHA ten hour construction safety training log.
   6. Other types as indicated.

B. Submit for Owner's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
   1. Small Size Sheets, Not Larger Than 11 x 17 : Submit one electronic document to the Owner or submit the number of copies that Contractor requires, plus two copies to the Owner that will be retained by the Owner and the Architect.
   2. Larger Sheets, Not Larger Than 24 x 36 inches: Submit one electronic document to the Owner or submit the number of copies that Contractor requires, plus two copies to the Owner that will be retained by the Owner and the Architect.

B. Documents for Information: Submit one electronic document to the Owner's electronic document management system.

3.10 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Use a separate transmittal for each item.
   2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
   3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on submittal.
   4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
      a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
   5. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
      a. Deliver submittals to Construction Manager's electronic document management system.
   6. Schedule submittals to expedite the Project, and coordinate submission of related items.
      a. For each submittal for review, allow 14 days excluding delivery time to and from the Contractor.
   7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
   8. Provide space for Contractor and Architect review stamps.
   9. When revised for resubmission, identify all changes made since previous submission.
   10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
   11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
   12. Submittals not requested will be recognized, and will be returned "Not Reviewed",

B. Product Data Procedures:
   1. Submit only information required by individual specification sections.

2. Collect required information into a single submittal.
3. Submit concurrently with related shop drawing submittal.
4. Do not submit (Material) Safety Data Sheets for materials or products.

C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
2. Use of reproductions of the Contract Documents in digital data form to create shop drawings is only permitted with the expressed consent of the Architect under the terms and conditions solely determined by the Architect.
a. Contractor shall contact the Architect directly to obtain the required permissions.
3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

3.11 SUBMITTAL REVIEW

A. Submittals for Review: Owner and Architect will review each submittal and comment on any exceptions, or take other appropriate action.

B. Submittals for Information: Owner and Architect will acknowledge receipt and review. See below for actions to be taken.

C. Owner's and Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.

D. Architect's and his consultants' actions on items submitted for review or information:
1. Authorizing purchasing, fabrication, delivery, and installation:
a. "Reviewed - No Exceptions"
b. "Reviewed - Exceptions Noted"
1) Contractor is authorized to proceed only if the review notations are incorporated.
2. Not Authorizing fabrication, delivery, and installation:
a. "Reviewed - Exceptions Noted - Resubmit"
1) Submittal is not in compliance with some requirements of the Contract Documents or is lacking information necessary to fully review the submittal.
2) Resubmit the submittal with revised item or items, with review notations acknowledged and incorporated.
3) Non-responsive resubmittals may be rejected.
b. "Reviewed - Rejected"
1) Submittal is substantially not in compliance with requirements of the Contract Documents.
2) Submit a new submittal complying with requirements of the Contract Documents.
c. "Not Reviewed - Not Applicable"
1) Submittal is not required or is not applicable to the Project.
2) Submit a new submittal with applicable documentation, if necessary.

3.12 SUBSTANCE ABUSE TESTING

A. Objective:
1. The objective of this Substance Abuse Testing Program is improved job site safety and morale.
2. This is not intended as a substitute for the Contractor's or Subcontractors' complete written substance abuse policy that is recommended to include other important features, including an employee education and awareness program, a supervisor training program, and an employee assistance program.

B. Contractual Requirements:

1. The Contractor shall have and enforce, as a minimum, a written Substance Abuse Program incorporating the testing requirements, terms and conditions set forth in this Substance Abuse Testing paragraph applicable to all its employees and prospective employees in order to be eligible to perform the Owner's work.
    a. The Contractor and all Subcontractors shall comply with this Substance Abuse Testing paragraph.
    b. Suppliers, vendors, and visitors are subject to confirmation of their abstinence from the possession or use of substances indicated in this Substance Abuse Testing paragraph.
2. Programs which meet the requirements of this Substance Abuse Testing paragraph include:
    a. St. Louis Construction Industry Substance Abuse Consortium.
    b. Unified Drug and Alcohol Testing Policy and Procedure for the Pipefitters Local Union Number 562 and the Mechanical Contractors Association of St. Louis
    c. Substance Abuse Testing Program for the Electricians Local Union Number 1 and the National Electrical Contractors Association of St. Louis.
    d. Drug and Alcohol Testing Program of the Carpenters' District Council of Greater St. Louis and Vicinity.
    e. Drug and Alcohol Testing Program of the Sheet Metal Workers Local Union 36.
    f. Eastern Missouri Laborers District Council Substance Abuse Consortium.
3. Submittal to the Owner of written evidence of enrollment in any of the previously listed programs shall satisfy the requirements with regard to pre-engagement and random testing.
4. The Substance Abuse Program will apply to the Contractor and Subcontractors' employees on the Owner's site of construction including workers, new hires, replacements, and supervisory personnel.
5. No employee or prospective employee of a Contractor or Subcontractor will be permitted to work on the Owner's site of construction unless such employee has submitted to testing as required and unless the results of such testing are negative as hereinafter defined.
6. The Contractor and each Subcontractor shall train its employees in methods that will allow them to recognize substance abusers.
7. Supervisory employees of the Contractor or Subcontractor shall be trained to take action, and to confront a substance abuser in a manner consistent with generally accepted training procedures.
8. The Contractor and each Subcontractor shall furnish to the Owner a copy of its Substance Abuse Program for review and acceptance, prior to commencement of the Work on the Owner's site of construction.
9. The costs of implementing the respective Substance Abuse Programs shall be borne by each respective Contractor or Subcontractor.
10. Suppliers, vendors, and visitors shall sign an acknowledgement indicating their abstinence from substance abuse, and their continued avoidance of violations of this paragraph 3.10 at the Owner's site of construction.
    a. The acknowledgement form is in Section - 006000.
11. In the event that an incident/accident occurs and causes the Owner, Contractor, or Subcontractor to believe that substance abuse testing should occur, suppliers, vendors, and visitors agree to submit to a substance abuse screen pursuant to the terms of this Substance Abuse Testing paragraph.
    a. Refusal to submit to substance abuse testing when requested will be grounds for the Owner, Contractor, or Subcontractor to have the supplier, vendor, or visitor permanently barred from the site of construction.

C. Definitions:
    1. Positive Tests: Test results indicating the presence of legal or illegal substances at or above the Confirming Limits as set forth in this Substance Abuse Testing paragraph sub-paragraph E.1 below.

2. Negative Tests: Test results indicating that legal or illegal substances are at levels below the Confirming Limits as set forth in this Substance Abuse Testing paragraph sub-paragraph E.1 below.
3. Pre-Engagement Testing: Testing for all substances other than alcohol as set forth in this Substance Abuse Testing paragraph sub-paragraph E.1 below conducted by the Contractor or Subcontractors for their employees or prospective employees within 120 days prior to their appearance on the Owner's site of Construction.
    a. This requirement will be waived if the employee is an active member of an Owner approved pool.
4. Mandatory Follow-up Testing: Testing for all substances other than alcohol set forth in this Substance Abuse Testing paragraph sub-paragraph E.1 below, conducted by the respective Contractor or Subcontractor for their employees at a rate to insure that 100 percent of all workers are tested within a 2 year period.
    a. Employees tested under the Random Testing requirements shall have the 2 year period begin with the Random Testing date.
5. Random Testing: Testing for all substances set forth in this Substance Abuse Testing paragraph sub-paragraph E.1 below, conducted by the respective Contractor or Subcontractors for their employees at random times and with a random selection rate of at least 50 percent of Contractors' or Subcontractors' employees annually.
    a. The frequency of Random Testing for a Contractor or Subcontractors' job of less than 1 year will be adjusted proportionately to the duration of the job, but in any event at least one employee per month shall be tested.
    b. Employees selected for random testing shall report to the drug testing laboratory or collection site and provide a specimen the same day that they are notified that they have been selected.
6. For Cause Testing: Testing for all substances set forth in this Substance Abuse Testing paragraph sub-paragraph E.1 below, conducted by the Contractor or Subcontractors for their employees whose behavior on the Owner's site of construction causes either the Owner's or the respective Contractor's or Subcontractors' supervisory personnel to reasonably conclude that such behavior may result from substance abuse.
7. Post-Accident/Incident Testing: Testing for all substances set forth in this Substance Abuse Testing paragraph sub-paragraph E.1 below, conducted by the Contractor or Subcontractors for their employees involved in any accident involving off-site medical treatment or any property damage.
    a. In addition, first aid cases, or “near misses” in which injury or property damage is narrowly avoided may require testing as determined by the Owner, Contractor or Subcontractor.

D. Testing Requirements:
1. The Contractor or Subcontractor shall perform pre-engagement, mandatory follow-up, random, for cause, and post-accident/incident testing as follows:
    a. Drug Testing:
        1) A screening test (“quickie test”) may be performed on-site or at an approved testing facility, using a Food and Drug Administration (FDA) approved device for instant testing.
            (a) Persons with negative tests will be allowed to start work immediately.
            (b) Persons testing non-negative will not be allowed to begin work pending confirmation via the standard test.
            (c) If a screening test is used, specimens shall be collected and submitted for testing per this Substance Abuse Testing paragraph, sub-paragraph D.1.a.2) below.
            (d) Upon approval, a device from the approved listing provided by the Department of Transportation (DOT) may also be used.

2) Standard drug testing must be conducted by a SAMHSA (Substance Abuse Mental Health Services Administration) certified laboratory with test results interpreted by a licensed medical review officer (MRO).

b. Alcohol Testing:

1) The initial screen tests for alcohol shall be performed by using either a saliva test or a breathalyzer test comparable to the type used by law enforcement officials.

2) Alcohol confirmatory tests shall be performed by using either a blood alcohol test or a breathalyzer test comparable to the type used by law enforcement officials.

2. Evidence of Testing:

a. Evidence of the negative test results of individual employees (the identity of employees testing positive shall be kept confidential) shall be furnished to the Owner, prior to commencement of work by the employer or individual employee and promptly after performance of any subsequent testing required by this this Substance Abuse Testing paragraph, in the form of:

1) Electronic databases, all negative test results shall be included in an electronic database that will be accessible to employers and Owners. The database will include the employee's name, craft, identification number, and the date of the test.

2) A certificate not older than 120 calendar days prior to the Notification To Proceed for pre-employment testing, signed by the testing laboratory, setting forth the nature and results of tests performed, including the employee's name, identification number, craft, and the date of the test.

3) An identification card, signed by the respective Contractor or Subcontractor and issued to the individual employee, setting forth employee's name, and the date, nature and results of testing as reported on a certificate issued by the testing laboratory, the name of which shall also appear on the identification card; provided the affected employee authorized the issuance of such identification card.

4) Documentation not older than 120 calendar days that the Contractor or Subcontractor is enrolled in an approved program identified in this Substance Abuse Testing paragraph, sub-paragraph B.2.

5) Documentation not older than 120 calendar days of Contractor or Subcontractor company program that specifically identifies compliance with the requirements of this Substance Abuse Testing paragraph and encompasses 100 percent mandatory participation by Contractor or Subcontractor employees.

E. Threshold Limits:

1. Under the five-panel test, the minimum substance abuse testing requirements for the following substances are:

SUBSTANCE	THRESHOLD LIMIT	GC/MS CONFIRMING LIMIT
Alcohol	0.04%	0.04%
Amphetamines	1,000 ng/ml	500 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana Metabolites	50 ng/ml	15 ng/ml
Opiate Metabolites	2,000 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

2. The Owner will accept, although not required, ten-panel tests in lieu of five-panel tests. Under the ten-panel test, the minimum substance abuse testing requirements for the following substances are:

SUBSTANCE	THRESHOLD LIMIT	GC/MS CONFIRMING LIMIT
Alcohol	0.04%	0.04%

Amphetamines	1,000 ng/ml	500 ng/ml
Cocaine Matabolites	300 ng/ml	150 ng/ml
Marijuana Metabolites	50 ng/ml	15 ng/ml
Opiate Metabolites	2,000 ng/ml	300 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	200 ng/ml
Methadone	300 ng/ml	200 ng/ml
Methaqualone	300 ng/ml	200 ng/ml
Propoxyphene	300 ng/ml	200 ng/ml

3. Additionally, minimum-testing requirements for “Drugs of Choice” may be established on an individual job site basis. “Drugs of Choice” are defined as substances, in addition to the basic list set forth above, that may be found to be in significant use. If implemented, the Owner will pay for the additional testing.

F. Compliance Procedure:
1. The Owner reserves the right to audit any Substance Abuse Program to verify compliance results within twenty-four (24) hours of the Owner's notification of intent to audit, and the Owner shall have free right of access to all relevant records of the Contractor and its Subcontractors and suppliers for this purpose, provided such record disclosures are within the scope of the Department of Health and Human Services (DHHS) guidelines pertaining to confidentiality of employee records.
2. The Contractors' or Subcontractors' employees who receive a positive test result shall immediately leave the Owner's site of construction.
3. The Contractors' or Subcontractors' employees who receive a confirmatory positive test result shall be prohibited from returning to any of the Owner's sites of construction until such time that said employee has successfully completed an assessment/substance abuse treatment program as submitted by the employer that is acceptable to the Owner, but no sooner than 60 days, tests negative, and if said employee agrees to submit to substance abuse testing, without prior notice, at least 1 time per quarter (with dated certificates), for at least 3 years from the date of return or the duration of the Contract, whichever is less.

G. Cooperation and Review:
1. The Contractor's Substance Abuse Program (and the Substance Abuse Programs of its Subcontractors) shall be furnished to the Owner for review prior to starting the Work on site. The Owner reserves the right to review and have the Contractor's or Subcontractors' Substance Abuse Program amended prior to acceptance.
2. The Contractor or Subcontractors shall provide the Owner with a monthly summary report of Program compliance.
3. The requirements of this program related to post accident/incident testing after an injury or accident and for cause testing may be met through implementation of the Contractor's program. However, the Owner reserves the right in any circumstance to require that Contractor or Subcontractor employees be tested for cause or after an injury or accident.

H. Submittals:
1. Submit to Owner as a single Submittal.
2. Submittal will be stored in the Owner's electronic document management system in the Contractor's Contracts Page in the Contract Submittals table for this Project.
3. Substance abuse company policies for Contractor and all Subcontractors as one submittal package.
4. Substance abuse evidence of testing as required by this Substance Abuse Testing paragraph sub-paragraph D.2 for Contractor and all Subcontractors as one submittal package.

5. Submit no later than 28 days from Notice to Proceed date but prior to beginning the Work on site.
6. For Contractor and Subcontractor employees that are added to workforce after initial submittal and are not in an approved program identified in this Substance Abuse Testing paragraph, sub-paragraph B.2 or an approved Contractor or Subcontractor program, submit evidence of testing as an electronic document attached to an e-mail prior to employee beginning the Work on site.

3.13 CONTRACTUAL SUBMITTAL SUMMARY

A. Section 005200 submittals:
   1. Agreement Between Owner and Contractor
      a. Submit 2 signed originals.
      b. Submit no later than 7 days after receipt of Agreement from Owner.

B. Section 007200 submittals:
   1. Performance and Payment Bonds
      a. Submit 1 signed original.
      b. Submit within 14 days of Notice To Proceed in the amount requested by the Owner.
      c. Submit within 14 days of the anniversary date of the Agreement in the amount requested by the Owner.
   2. Certificates of Insurance
      a. Submit 1 copy.
      b. Submit no later than 7 days after receipt of Agreement from Owner.
      c. Submit no later than 7 days after any change in coverage.
   3. Asbestos Notification Acknowledgement Forms
      a. Submit 1 copy.
      b. Submit form signed by all workers that will be working on the Project prior to beginning the Work.
      c. Submit updated form with signatures appended to original signed form whenever additional workers are to be added to the workforce on the Project.

C. Section 012000 submittals:
   1. Applications for Payment
      a. Submit 2 copies of partial or final Applications for Payment for each Work Order.
      b. Signed by a corporate officer.
      c. Final Application for Payment is due no later than 30 days after the Work Order is completed.
   2. Certified Payrolls
      a. Submit 1 copy.
      b. Submit with each partial or final Application for Payment for each Work Order.
      c. Submit Contractor and Subcontractors certified payrolls on forms accepted by the Missouri Department of Labor for employees working on the Work Order for which the Application for Payment is made.
   3. Prevailing Wage Compliance Affidavit
      a. Submit 1 copy.
      b. Submit with final Application for Payment for each Work Order.
   4. Partial Lien Waivers
      a. Submit 1 copy.
      b. Submit with each partial Application for Payment for each Work Order beginning with the second partial Application for Payment.
      c. Partial lien waivers are required from the Contractor and each Subcontractor.
   5. Final Lien Waivers
      a. Submit 1 copy.
      b. Submit with final Application for Payment for each Work Order.
      c. Final lien waivers are required from the Contractor and each Subcontractor.

D. Section 013000 submittals:
   1. Preconstruction, Site Mobilization, and Progress Meeting Minutes
      a. Submit 1 copy.
      b. Submit no later than 2 days after meeting.
   2. Permits
      a. Submit 1 copy.
      b. Submit no later than 7 days after receipt of the permit from the authority having jurisdiction.
   3. Product Data, Shop Drawings, Samples, Certificates, Manufacturer's Instructions, Manufacturer's Fied Reports, and Erection Drawings
      a. Submit 1 electronic copy or 2 copies plus quantity required to be returned to Contractor.
      b. Submit when required in individual specification sections or where indicated on drawings and at appropriate times to meet construction schedule.
   4. Contractor and Subcontractor Substance Abuse Policies
      a. Submit 1 copy.
      b. Submit no later than 28 days from Notice to Proceed date but prior to beginning the Work on site for Contractor and each Subcontractor.
   5. Contractor and Subcontractor Substance Abuse Evidence of Testing
      a. Submit 1 copy.
      b. Submit no later than 28 days from Notice to Proceed date but prior to beginning the Work on site for Contractor and each Subcontractor.

E. Section 014100 submittals:
   1. Immigration Documentation Certification
      a. Submit 1 copy.
      b. Submit prior to beginning any of the Work.
   2. OSHA Ten Hour Construction Safety Training Log
      a. Submit 1 copy.
      b. Submit form completed for all workers that will be working on the Project prior to beginning the Work.
      c. Submit updated form with new workers appended to original form whenever additional workers are to be added to the workforce on the Project.

F. Section 016000 submittals:
   1. Product Substitution Request
      a. Submit 1 copy.
      b. Submit when applicable.
   2. Value Engineering Proposal
      a. Submit 1 copy.
      b. Submit when applicable.

G. Section 017419 submittals:
   1. Waste Disposal Reports
      a. Submit 1 copy.
      b. Submit with final Application for Payment.

H. Section 017800 submittals:
   1. Record Drawings
      a. Submit 2 copies.
      b. Submit with final Application for Payment.
   2. Operations and Maintenance Manuals
      a. Submit 2 copies.
      b. Submit with final Application for Payment.

END OF SECTION

SECTION 013553
SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Security measures including formal security program, entry control, personnel identification, and miscellaneous restrictions.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: use of premises and occupancy.

B. Section 015000 - Temporary Facilities and Controls: Temporary lighting.

1.03 SECURITY PROGRAM

A. Protect Work , existing premises and Owner's operations from theft, vandalism, and unauthorized entry.

B. Initiate program in coordination with Owner's existing security system at project mobilization.

C. Maintain program throughout construction period until Owner occupancy.

1.04 ENTRY CONTROL

A. Restrict entrance of persons and vehicles into Project site and existing facilities.

B. Allow entrance only to authorized persons with proper identification.

C. Maintain log of workers and visitors, make available to Owner on request.

D. Owner will control entrance of persons and vehicles related to Owner's operations.

1.05 SECURITY IDENTIFICATION

A. Provide identification badge to each person authorized to enter premises.

B. All Contractor or Subcontractor employees working on the Project site will be required to obtain security identification badges before coming to the Project site.

C. **Failure of the Contractor or Subcontractor to enforce these security identification procedures may lead to a ban on future work with the Owner in addition to notices of non-performance.**

D. Badges may be obtained Monday through Friday after contacting the Parkway School District Security/Badging Office (Logan Gnade) at 314-415-8262, and making an appointment. The Parkway School District Security/Badging office is located at the Parkway School District Welcome Center at South Middle School, 760 Woods Mill Road, Manchester, Missouri 63011.

E. To obtain a security identification badge, the Contractor or Subcontractor employee shall be required to give their full name, present personal identification verifying their name (e.g., driver's license), give their employer's company name, and present documentation verifying their employment with the company (e.g., business card, identification letter on company letterhead, etc.).

1. During normal working hours, employment confirmation may be made by a confirming telephone call to the company.

F. Security identification badge must be kept with the Contractor or Subcontractor employee and prominently displayed while they are on the Project site.

1. The Contractor or Subcontractor employee shall prior to or immediately upon arriving at the project site to begin their work, report to the Contractor's Superintendent to present the their security identification badge and shall record the badge number on the Security Badges & OSHA 10 Hour Training Log form provided by the Contractor.
2. The security identification badge may be temporarily removed from prominent display if the security identification badge will pose a safety threat to the Contractor or Subcontractor employee as the employee carries out the Work.

3. If the Contractor or Subcontractor employee temporarily removes the security identification badge from prominent display for safety purposes, the Contractor or Subcontractor employee shall promptly present the security identification badge to any employee of the Owner that requests to see the security identification badge.

G. Failure to promptly present the security identification badge shall be grounds for instant removal of the Contractor or Subcontractor employee from the Project site until the security identification badge can be presented.

H. If the Contractor or Subcontractor employee fails to present the security identification badge a second time, the Owner will request the Contractor or Subcontractor employee to be removed from the Project site permanently.

I. Require return of badges at expiration of their employment on the Work.

1.06 SUBMITTALS

A. Owner's Standard Security Badges & OSHA 10 Hour Training Log Form is in Section 006000 - Project Forms.

B. Submit a copy of the Owner's Standard Security Badges & OSHA 10 Hour Training Log required under paragraph 1.05.F.1 of this Section prior to submitting Final Application for Payment or no later than 42 days from Substantial Completion, whichever comes first.

1.07 RESTRICTIONS

A. Do not allow cameras on site or photographs taken except by written approval of Owner.

B. Do not work prior to 6:00 a.m. or after 11:00 p.m. Monday through Friday within enclosed facility without prior approval of Owner.

C. Do not work on site or on exterior of facility outside of times allowed by local municipality or county ordinance.

D. Do not work on Saturdays, Sundays, or holidays without prior approval of Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 014000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. References and standards.

C. Inspection agencies and services.

D. Control of installation.

E. Tolerances.

F. Owner's required inspections.

G. Manufacturers' field services.

H. Defect Assessment.

1.02 RELATED REQUIREMENTS

A. Document 007200 - General Conditions: Inspections and approvals required by public authorities.

B. Section 013000 - Administrative Requirements: Submittal procedures.

C. Section 014216 - Definitions.

D. Section 016000 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

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

B. Design Data: Submit for Owner's and Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's and Architect's information.

C. Test Reports: After each test/inspection, promptly submit one electronic copy of report to Contractor and to Owner's electronic document management system.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of inspector.
      d. Date and time of sampling or inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of test/inspection.
      h. Date of test/inspection.
      i. Results of test/inspection.
      j. Compliance with Contract Documents.
      k. When requested by Owner or Architect, provide interpretation of results.
   2. Test report submittals are for Owner's and Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's and Architect's information.

D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Owner's electronic document management system.
   1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
   2. Certificates may be recent or previous test results on material or product, but must be acceptable to Owner and Architect.

E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

F. Manufacturer's Field Reports: Submit reports for Owner's and Architect's benefit as contract administrator or for Owner's and Architect's information.
   1. Submit report within 14 days of observation to Owner's electronic document management system for Owner's and Architect's information.
   2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

G. Erection Drawings: Submit drawings for Owner's and Architect's benefit as contract administrator or for Owner's and Architect's information.
   1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
   2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.04 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.05 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Owner will employ and pay for services of an independent testing agency to perform specified testing and inspection unless specifically indicated in individual specification sections to be the responsibility of the Contractor.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

A. See individual specification sections for testing and inspection required.

B. Testing Agency Duties:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   3. Perform specified sampling and testing of products in accordance with specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Owner, Architect, and Contractor of observed irregularities or non-conformance of Work or products.
   6. Perform additional tests and inspections required by Owner or Architect.
   7. Attend preconstruction meetings and if request by Owner attend progress meetings.
   8. Submit reports of all tests/inspections specified.

C. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
   4. Notify Owner and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
   5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
   6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Owner.

F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 OWNER'S REQUIRED INSPECTIONS

A. Owner requires inspections by Owner's personnel prior to execution of parts of the Work that will close off the Work from future inspection.

B. Contractor shall notify Owner telephonically and directly (voice mail not allowed) at least 24 hours in advance of performing the Work requiring inspections by Owner.

C. If Contractor begins the Work requiring inspections by Owner prior to the expiration of the 24 hour notification period, Owner will require Contractor to uncover the Work at Contractor's cost.

D. Contractor may proceed with the Work requiring inspections by Owner upon expiration of the 24 hour notification period whether the Owner has representatives on site or not.

E. The following Work requires inspections by Owner:
   1. All underground utilities prior to backfilling.
   2. All underground utility trenches prior to backfilling over tracer warning tape.
   3. All aggregate base courses prior to placement of asphalt or concrete surfaces.
   4. All final graded areas prior to installation of sod or seeding.
   5. All segmental block retaining walls prior to backfilling courses below grade.
   6. All segmental block retaining walls prior to backfilling first level of geo-grid reinforcement.
   7. Spaces above ceilings before hanging support grids.
   8. Walls containing sanitary sewer, storm sewer, water, fire sprinkler, heating water supply or return, and any other piping conveying liquid under gravity flow or pressure flow prior to enclosing the wall on both sides.
   9. Walls containing sanitary vent, natural gas, compressed air, pneumatic control and any other piping or tubing conveying gaseous material prior to enclosing the wall on both sides.
   10. Prior to conducting any pressure tests on systems.
   11. All roof curbs prior to installing mechanical equipment on the curbs.
   12. All mechanical equipment to be installed on roof curbs prior to installing on the curbs.
   13. All electrical cable splices prior to installing equipment or covers over the electrical cable splices

3.05 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment, and training as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Owner's electronic document management system 30 days in advance of required observations.
   1. Observer subject to approval of Architect.
   2. Observer subject to approval of Owner.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not conforming to specified requirements at Contractor's cost.

B. If, in the opinion of Owner, it is not practical to remove and replace the work, Owner will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 014100
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Owner regulatory requirements.

B. County, Municipality, and Fire District regulatory requirements.

C. State regulatory requirements.

D. Federal regulatory requirements.

1.02 OWNER

A. No Tobacco Use Policy:
   1. Owner has adopted a tobacco free site policy.
   2. No tobacco products may be used in the Owner's facilities or on the Owner's grounds.
   3. Any Contractor or Subcontractor employee discovered violating this policy may be required to leave the Project site and may not be allowed to return to the Project.

B. No Firearms Policy:
   1. Owner has adopted a firearms free site policy.
   2. No firearms may be brought in the Owner's facilities or on the Owner's grounds.
   3. Any Contractor or Subcontractor employee discovered violating this policy may be required to leave the Project site and may not be allowed to return to the Project.

C. Alcohol and Controlled Substances Policy:
   1. Owner has adopted a alcohol and controlled substance free site policy.
   2. No alcohol or controlled substances may be brought in the Owner's facilities or on the Owner's grounds.
      a. Exception: Controlled substances prescribed by a doctor specifically for the use of the Contractor or Subcontractor employee in the original prescription container will be allowed.
   3. Any Contractor or Subcontractor employee discovered violating this policy may be required to leave the Project site and may not be allowed to return to the Project.

1.03 COUNTY, MUNICIPALITY, AND FIRE DISTRICT

A. Regulatory requirements applicable to this project are the following:

B. 29 CFR 1910 - Occupational Safety and Health Standards.

C. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines.

D. ADA Standards - 2010 ADA Standards for Accessible Design.

E. County of St. Louis amendments to some or all of the following.

F. Municipality where the Project is located amendments to some or all of the following.

G. Zoning Code: St. Louis County or Municipality where the project is located.

H. ICC (IBC) - International Building Code.

I. ICC A117.1 - Accessible and Usable Buildings and Facilities.

J. ICC (IBC) - ICC International Existing Building Code, 2009.

K. IAPMO (UPC) - Uniform Plumbing Code.

L. ICC (IFGC) - International Fuel Gas Code.

M. ICC (IMC) - International Mechanical Code.

N. NFPA 70 - National Electrical Code.

O. Elevator Code: State of Missouri and County of St. Louis.

P. ICC (IECC) - International Energy Conservation Code.

Q. Erosion and Sedimentation Control Regulations:Most recent edition adopted by Authority Having Jurisdiction, including all applicable amendments and supplements.

1.04 STATE

A. Prevailing Wage Law:
   1. Contractor and Subcontractors shall comply with the requirements of this paragraph 1.04 and Section 290.220 RSMo which provides that "a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, shall be paid to all workers employed by or on behalf of any public body engaged in public works exclusive of maintenance work."
   2. Contractor shall forfeit to the Owner the sum of One Hundred Dollars ($100.00) for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this Contract, by the Contractor or by any Subcontractor to the Contractor.
   3. Contractor shall include provisions in all bonds to guarantee the faithful performance of the prevailing wage requirements specified herein.
   4. Contractor shall post in a prominent and easily accessible place at the Project Site during the full time that any worker shall be employed on the Project a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed in order to execute the Contract and perform the Work.
   5. Owner may request from time to time certified copies of Contractor's payroll to ascertain if Contractor is in compliance.
   6. Contractor shall execute an affidavit stating compliance with the prevailing wage law upon completion of the Project and before final payment request.
      a. The affidavit form is in Section 006000 - Project Forms.
   7. The Contractor and each Subcontractor shall maintain accurate records pertaining to wages paid all workers employed on the Project within the State of Missouri for a period of not less than 1 year following Final Acceptance by Owner.
   8. Wage Rate Determination for this Project is attached following this section.
   9. Submittals:
      a. Contractor will execute an affidavit stating compliance with the prevailing wage law upon completion of the project and before final payment request.
      b. The affidavit form is in Section 006000 - Project Forms.
      c. Submit affidavit form prior to submitting Final Application for Payment or no later than 42 days from Substantial Completion, whichever comes first.

B. Construction Safety Training Law:
   1. Contractor and Subcontractors shall comply with the requirements of 1.04 and Section 290.220 RSMo which provides that "any Contractor for any public body for purposes of construction of public works and any Subcontractor to such Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program [the program] for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department [of labor] which is at least as stringent as an approved OSHA program, unless such employees have previously completed the required program".
   2. Contractor and Subcontractors shall require all on-site workers to complete the ten-hour training program or such employees must hold documentation of prior completion of the program.
      a. Contractor shall require every on-site worker to report to the Contractor's Project Superintendent and produce documentation of successful completion of the program upon the on-site worker's first day working on the Project Site.

b. Contractor shall maintain a log of on-site workers that includes the worker's name, worker's signature, date worker began work on Project Site, company name employing worker, and training certification number on Owner's Standard OSHA 10 Hour Construction Safety & Health Training Log Form .
c. Contractor and Subcontractors shall require all on-site workers to carry documentation of successful completion of the program at all times while working on Project Site and present the documentation to the Owner's Representative when requested.

3. Contractor and Subcontractors shall require all on-site workers who have not previously completed the program to complete the program within sixty calendar days of beginning work on the Project.
   a. Any on-site worker who cannot produce documentation of successful completion of the program as required by paragraph 1.04.B.2 of this Section shall produce documentation of successful completion of the program within twenty calendar days of the initial request to present documentation.
   b. Any on-site worker who fails to present the documentation of successful completion of the program within twenty calendar days shall be removed from the Project until such time as the on-site worker can present the documentation of successful completion of the program.
4. Contractor shall forfeit as a penalty to the Owner two thousand five hundred dollars ($2,500.00) plus one hundred dollars ($100.00) for each employee employed by the Contractor or Subcontractor for each calendar day, or portion thereof, such employee is employed without the required training.
   a. The penalty will not begin to accrue until the time period in paragraphs 1.04.3 and 1.04.3.a of this Section have elapsed.
   b. Owner will withhold and retain therefrom all sums and amounts due and owing as a result of any violation of Section 292.675 RSMo when making payments to the Contractor under the Contract.
   c. Contractor may withhold from any Subcontractor sufficient sums to cover any penalties the Owner has withheld from the Contractor resulting from the Subcontractor's failure to comply with the terms of this Section.
      1) If the Contractor has made payment to the Subcontractor without withholding, the Contractor may recover from the Subcontractor the amount of the penalty resulting from the fault of the Subcontractor in an action maintained in the circuit court in the county in which the Project is located.
5. Submittals:
   a. Owner's Standard OSHA 10 Hour Construction Safety & Health Training Log Form is in Section 006000 - Project Forms.
   b. Submit a copy of the Owner's Standard OSHA 10 Hour Construction Safety & Health Training Log required under paragraph 1.04.B.2.b of this Section prior to submitting Final Application for Payment or no later than 42 days from Substantial Completion, whichever comes first.

1.05 FEDERAL

A. Immigration Documentation:
   1. The Immigration Reform and Control Act of 1986 (“IRCA”) requires all U.S. employers to verify the employment eligibility and identity of all employees as of November 6, 1986.
      a. This includes the verification of the individual's identity and work eligibility.
      b. The IRCA makes it unlawful for United States employers to knowingly hire or continue to employ unauthorized workers.
      c. Whether the illegal employment is intentional or merely due to an oversight or lack of knowledge, the employer may still be subject to fines as defined by the Department of Homeland Security.
   2. Employer Responsibility:

a. It is the employer's responsibility to ensure that the appropriate documentation is provided to every new employee hired after November 6th, 1986.
b. There are stiff penalties for not being able to provide Form I-9 for all employees upon request.
c. The employer has the right to refuse the employee their job if they are unable to furnish the required documents.
d. There are certain exceptions as to who Form I-9 is applicable for, such as independent contractors, employees hired from employment agencies, and employees hired before November 7, 1986.

3. Penalties for non compliance with Form I-9:
   a. Employers who fail to properly complete, retain, or make I-9 Forms available for inspection, face fines ranging from one hundred dollars ($100.00) to one thousand one hundred dollars ($1,100.00) per individual I-9.
   b. For employers who knowingly hire or knowingly continue to employ unauthorized workers, civil penalties range from two hundred fifty dollars ($250.00) to eleven thousand dollars ($11,000.00) per violation.
   c. For employers engaging in a pattern or practice of knowingly hiring or continuing to employ unauthorized workers, criminal penalties can be as much as three thousand dollars ($3,000.00) per unauthorized employee and/or 6 months of imprisonment.
4. Employee Responsibility:
   a. Even though the employer is responsible for providing a newly hired employee with Form I-9, the new employee must still complete Section 1 of Form I-9 by the end of the first day of work to be in compliance with the IRCA.
   b. In the event that the company is not aware of this legal requirement, it is strongly recommended that any new employee provide the employer with Form I-9 to ensure that his or her new workplace is in compliance with federal regulations.
5. Genuineness of work eligibility and identity documents:
   a. The employer must review the genuineness of the documents provided the employee. Employers may encounter the following two scenarios:
      1) A document accepted is not genuine
      2) The document accepted is genuine but does not belong to the person that provided it
   b. The employer can refuse to accept a document that does not appear to be genuine.
   c. If the prospective new employee cannot provide an acceptable document, he or she should not be allowed to continue to work.
6. Submittals:
   a. Contractor and Subcontractors shall submit a letter on their respective company letterhead, signed by authorized representative of the Contractor or Subcontractor is in compliance with the IRCA and that I-9 forms and supporting documentation are on file as required.
   b. Submit certification within 28 days from Notice to Proceed date but prior to beginning the Work on Project Site.

1.06 RELATED REQUIREMENTS

A. Section 014000 - Quality Requirements.

1.07 QUALITY ASSURANCE

A. Contractor's Designer Qualifications: Refer to Section - 014000 - Quality Requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION

MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 100
ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$69.96
Boilermaker	$43.65*
Bricklayer-Stone Mason	$65.72
Carpenter	$66.94
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	$59.71
Plasterer	
Communication Technician	$65.78
Electrician (Inside Wireman)	$77.36
Electrician Outside Lineman	$76.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	$43.65*
Glazier	$69.12
Ironworker	$72.66
Laborer	$56.81
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	$59.98
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	$74.42
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	$55.58
Plumber	$80.47
Pipe Fitter	
Roofer	$59.92
Sheet Metal Worker	$76.34
Sprinkler Fitter	$82.64
Truck Driver	$43.65*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$60.20
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$76.24
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	$56.76
General Laborer	
Skilled Laborer	
Operating Engineer	$73.58
Group I	
Group II	
Group III	
Group IV	
Truck Driver	$45.56
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME
and
HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

SECTION 014216
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

A. This section supplements the definitions contained in the General Conditions.

B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

A. Contract: Same as Agreement.

B. Furnish: To supply, deliver, unload, and inspect for damage.

C. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.

D. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.

E. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.

F. Provide: To furnish and install.

G. Supply: Same as Furnish.

H. Other Secification Sections

1. Approve: The term "approved," where used in conjunction with the Owner's Representative's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.
2. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the Owner's Representative", "requested by the "Owner's Representative", and similar phrases. However, no implied meaning shall be interpreted to extend the Owner's Representative's responsibility into the Contractor's area of construction supervision.
3. Furnish: The term "furnish" is used to mean, "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."
4. Foreman: This is the Contractor's Representative at the work site. This person will generally be the Competent Person required by OSHA in 29 CFR 1926.
5. General Superintendent: This is the Contractor's Representative supervising multiple project sites or on large scale project. This person may be the Competent Person required by OSHA in 29 CFR 1926.
6. Indicated: This term refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
7. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."
8. Installer: An "installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

9. Owner's Representative: This is the entity described as the "Architect" in AIA Document A201 "General Conditions of the Contract for Construction." All references to Architect or Engineer in the Contract Documents in all cases refer to the Owner's Representative. The Owner's Representative will represent the Owner during construction and until final payment is due. The Owner's Representative will advise and consult with the Owner. The Owner's instructions to the Contractor will be forwarded through the Owner's Representative.
10. Project Administrator: This is the entity described as the "Project Representative" in AIA Document A201 "General Conditions of the Contract for Construction," or is the entity described as "Engineer" in Engineers Joint Contract Document Committee (EJCDC) Document 1910-8 "Standard General Conditions of the Construction Contract." The Project Administrator is a full time representative of the Owner at the job site with authority to stop the work upon verbal order if requirements of the Contract Documents are not met, or if in the sole judgment of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work. The Project Administrator is different from the position of Owner's Representative as used in these documents, the latter having more limited authority in general and specifically not having authority to stop the work.
11. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project.
12. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
13. Regulation: The term "Regulations" includes laws, statutes, ordinances, patents, royalties and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.
14. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.+

1.03 ASSIGNMENT OF SPECIALISTS

A. This Specification requires that certain specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and the assignments are requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

B. This requirement should not be interpreted to conflict with enforcement of building codes or regulations governing the work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

C. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

1.04 INDUSTRY STANDARDS

A. Applicability of Standards: Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Contractor must keep available at the Project Site for reference.

B. Referenced industry standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.

C. Unreferenced industry standards are not directly applicable to the work, except as a general requirement of whether the work complies with recognized construction industry standards.

D. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of execution of the work.

E. Updated Standards: At the request of the Owner, Contractor may submit a Change Order proposal where applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected. The Owner will decide whether to issue a Change Order to proceed with the updated standard.

F. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner for a decision before proceeding.

G. Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, as appropriate for the context of the requirements. Refer instances of uncertainty to the Owner for decision before proceeding.

H. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.

I. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

J. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

K. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 015000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Dewatering
B. Temporary utilities.
C. Temporary telecommunications services.
D. Temporary sanitary facilities.
E. Temporary Controls: Barriers and fencing.
F. Security requirements.
G. Vehicular access and parking.
H. Waste removal facilities and services.
I. Project identification sign.
J. Field offices.

1.02 RELATED REQUIREMENTS

A. Section 013553 - Security Procedures
B. Section 015100 - Temporary Utilities.
C. Section 015213 - Field Offices and Sheds.
D. Section 015500 - Vehicular Access and Parking.

1.03 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.

1.04 DEWATERING

A. Provide temporary means and methods for dewatering all temporary facilities and controls.
B. Maintain temporary facilities in operable condition.

1.05 TEMPORARY UTILITIES - SEE SECTION 015100

1.06 TELECOMMUNICATIONS SERVICES

A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
B. Telecommunications services shall include:
    1. Windows-based personal computer dedicated to project telecommunications, with necessary software and printer.
    2. Telephone Land Lines: One line, minimum; one handset per line.
        a. Land line requirement will be waived if Contractor's Superintendent has dedicated cellular telephone.
    3. Internet Connections: Minimum of one; DSL modem or faster.
        a. If Contractor is allowed to use Owner's existing facility for a field office, then Contractor may access Owner's internet connection at no cost to Contractor.

1.07 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
B. Maintain daily in clean and sanitary condition.

1.08 BARRIERS

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

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Provide protection for plants designated to remain. Replace damaged plants.

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.09 FENCING

A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

B. Maintain fence in upright, supported, and fastened condition daily.

1.10 SECURITY - SEE SECTION 013553

1.11 VEHICULAR ACCESS AND PARKING - SEE SECTION 015500

1.12 WASTE REMOVAL

A. See Section 017419 - Construction Waste Management and Disposal, for additional requirements.

B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

C. Provide containers with lids. Remove trash from site periodically as containers are filled.

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

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

1.13 FIELD OFFICES - SEE SECTION 015213

1.14 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

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

D. Restore existing facilities used during construction to original condition.

E. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 015100
TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities: Electricity and water.

1.02 RELATED REQUIREMENTS

A. Section 015000 - Temporary Facilities and Controls:
   1. Temporary telecommunications services for administrative purposes.
   2. Temporary sanitary facilities required by law.

1.03 TEMPORARY ELECTRICITY

A. Cost: By Owner.

B. Connect to Owner's existing power service.
   1. Do not disrupt Owner's need for continuous service.
   2. Exercise measures to conserve energy.

C. Provide temporary electric feeder from existing building electrical service at location as directed.

D. Power Service Characteristics: TBD volt, TBD ampere, three phase, four wire.

E. Complement existing power service capacity and characteristics as required.

F. Provide power outlets for construction operations, with branch wiring and distribution boxes located at each floor. Provide flexible power cords as required.

G. Provide main service disconnect and over-current protection at convenient location .

H. Permanent convenience receptacles may be utilized during construction.

I. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

1.04 TEMPORARY WATER SERVICE

A. Cost of Water Used: By Owner.

B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

C. Connect to existing water source.
   1. Exercise measures to conserve water.
   2. Provide separate metering and reimburse Owner for cost of water used.

D. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 015213
FIELD OFFICES AND SHEDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary field offices for use of Contractor.

B. Maintenance.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: use of premises and responsibility for providing field offices.

B. Section 015000 - Temporary Facilities and Controls:
   1. Temporary telecommunications services for administrative purposes.
   2. Temporary sanitary facilities required by law.

C. Section 015500: Parking and access to field offices.

PART 2 PRODUCTS

2.01 CONTRACTOR OFFICE AND FACILITIES

A. Size: For Contractor's needs and to provide space for project meetings.

B. Telephone: As specified in Section 015000.

C. Furnishings in Meeting Area: Conference table and chairs to seat at least 6 persons; racks and files for Contract Documents, submittals, and project record documents.

D. Other Furnishings: Contractor's option.

E. Equipment: 4 adjustable band protective helmets for visitors, one 10 inch outdoor weather thermometer .

PART 3 EXECUTION

3.01 INSTALLATION

A. Coordinate with Owner to confirm location for office and date of installation.

B. Employee Residential Occupancy: Not allowed on Owner's property.

3.02 MAINTENANCE AND CLEANING

A. Provide periodic cleaning and maintenance for offices.

B. Maintain approach walks free of mud, water, and snow.

3.03 REMOVAL

A. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

END OF SECTION

SECTION 015500
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Access roads.

B. Parking.

C. Existing pavements and parking areas.

D. Permanent pavements and parking facilities.

E. Construction parking controls.

F. Flag persons.

G. Flares and lights.

H. Haul routes.

I. Traffic signs and signals.

J. Maintenance.

K. Removal, repair.

L. Mud from site vehicles.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: For access to site, work sequence, and occupancy.

B. Section 312200 - Grading: Specifications for earthwork and paving bases.

PART 2 PRODUCTS

2.01 MATERIALS

A. Temporary Construction: Contractor's option.

B. Materials for Permanent Construction: As specified in product specification sections, including earthwork, paving base, and topping.

2.02 SIGNS, SIGNALS, AND DEVICES

A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:

B. Traffic Control Signals: As approved by local jurisdictions.

C. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.

D. Flag Person Equipment: As required by local jurisdictions.

PART 3 EXECUTION

3.01 PREPARATION

A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.

3.02 ACCESS ROADS

A. Use of existing on-site streets and driveways for construction traffic is permitted.

B. Tracked vehicles not allowed on paved areas.

C. Construct new temporary all-weather access roads from public thoroughfares to serve construction area, of a width and load bearing capacity to provide unimpeded traffic for construction purposes.

D. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.

E. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.

F. Location as approved by Architect.

G. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.

H. Provide and maintain access to fire hydrants and control valves free of obstructions.

3.03 PARKING

A. Use of designated areas of existing parking facilities by construction personnel is permitted.

B. Use of designated areas of new parking facilities by construction personnel is permitted.

C. Arrange for temporary parking areas to accommodate use of construction personnel.

D. When site space is not adequate, provide additional off-site parking.

E. Locate as approved by Architect.

3.04 PERMANENT PAVEMENTS AND PARKING FACILITIES

A. The base for permanent roads and parking areas may be used for construction traffic.

B. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

3.05 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.

B. Monitor parking of construction personnel's vehicles. Maintain vehicular access to and through parking areas.

C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.06 FLAG PERSONS

A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.07 FLARES AND LIGHTS

A. Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.08 HAUL ROUTES

A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

B. Confine construction traffic to designated haul routes.

C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.09 TRAFFIC SIGNS AND SIGNALS

A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.

B. Relocate as work progresses, to maintain effective traffic control.

3.10 MAINTENANCE

A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.

B. Maintain existing and new permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.11 REMOVAL, REPAIR

A. Remove temporary roads when permanent paving is usable.

B. Remove underground work and compacted materials to a depth of 2 feet; fill and grade site as specified.

C. Repair existing facilities damaged by use, to original condition.

D. Remove equipment and devices when no longer required.

E. Repair damage caused by installation.

F. Remove post settings to a depth of 2 feet.

3.12 MUD FROM SITE VEHICLES

A. Provide means of removing mud from vehicle wheels before entering streets.

END OF SECTION

SECTION 016000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations.

F. Value engineering proposals

G. Procedures for Owner-supplied products.

H. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: Lists of products to be removed from existing building.

B. Section 011000 - Summary: Identification of Owner-supplied products.

C. Section 014000 - Quality Requirements: Product quality monitoring.

D. Section 017419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code.

1.04 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.

1. See Section 011000 for list of items required to be salvaged for reuse and relocation.

2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. DO NOT use products having any of the following characteristics:
   1. Made of wood from newly cut old growth timber.
   2. Containing lead, cadmium, or asbestos.

C. Where other criteria are met, Contractor shall give preference to products that:
   1. Are extracted, harvested, and/or manufactured closer to the location of the project.
   2. Have longer documented life span under normal use.
   3. Result in less construction waste. See Section 017419
   4. Are made of vegetable materials that are rapidly renewable.
   5. Are made of recycled materials.
   6. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
   7. If bio-based, other than wood, are or are made of Sustainable Agriculture Network certified products.
   8. Are Cradle-to-Cradle Certified.
   9. Have a published Environmental Product Declaration (EPD).
   10. Have a published Health Product Declaration (HPD).
   11. Have a published GreenScreen Chemical Hazard Analysis.
   12. Have a published Manufacturer's Inventory of Chemical Content.

D. Provide interchangeable components by the same manufacture for components being replaced.

E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Owner; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period and the documents required. Comply with requirements specified in Section 002113.

B. No substitutions will be considered after award of the Contract except as follows:
   1. The specified product becomes unavailable through no fault of the Contractor.
   2. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the Work promptly or coordinate activities properly.

3. The specified product or method of construction cannot receive necessary approval by authorities having jurisdiction, and the requested substitution can be approved.

C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

D. A request for substitution constitutes a representation that the Contractor:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension that may subsequently become apparent.

E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

F. Substitution Submittal Procedure (after contract award):
   1. Submit to Owner and Architect one electronic copy of request for substitution as an e-mail attachment for consideration.
   2. Limit each submittal to one value engineering proposal.
   3. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
   4. The Architect will notify Contractor in writing of decision to accept or reject request.
   5. If accepted, a revised Service Contractor Not-To-Exceed Proposal Form will be issued to document the acceptance of the substitution request.

3.02 VALUE ENGINEERING PROPOSALS

A. Value engineering proposals shall be substitutions which, if accepted, provide a savings to the Project of at least two thousand five hundred dollars ($2,500.00) or more after deducting offsetting costs the Owner may be required to bear. Offsetting costs to the Owner may include increased administrative costs by the Owner, Architect's fees for incorporating proposal into Construction Documents, increased cost of other construction by the Owner, cost of Owner's other contractors, and similar considerations.

B. Value engineering proposals will be considered at any time after award of the Contract.

C. Owner is under no obligation to accept value engineering proposals from Contractor.

D. Owner is under no obligation to reimburse costs of value engineering proposal preparation to Contractor if proposal is rejected.

E. The amount of savings to the Project after deducting offsetting costs to the Owner will be distributed fifty percent to the Owner and fifty percent to the Contractor.

F. Value Engineering Proposal Submittal Procedure:
   1. Submit to Owner and Architect one electronic copy of value engineering proposal as an e-mail attachment for consideration.
   2. Limit each submittal to one value engineering proposal.
   3. Submit narrative describing value engineering proposal, product information, and cost savings analysis.
   4. The Owner will notify Contractor in writing of decision to accept or reject request.
   5. If accepted, a revised Service Contractor Not-To-Exceed Proposal Form will be issued to document the acceptance of the value engineering proposal and modify the Contract Sum accordingly.

3.03 OWNER-SUPPLIED PRODUCTS

A. See Section 011000 - Summary for identification of Owner-supplied products.

B. Owner's Responsibilities:
   1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
   2. Arrange and pay for product delivery to site.
   3. On delivery, inspect products jointly with Contractor.
   4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
   5. Arrange for manufacturers' warranties, inspections, and service.

C. Contractor's Responsibilities:
   1. Review Owner reviewed shop drawings, product data, and samples.
   2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
   3. Handle, store, install and finish products.
   4. Repair or replace items damaged after receipt.

3.04 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.05 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 017419.
   1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store with seals and labels intact and legible.

D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

E. For exterior storage of fabricated products, place on sloped supports above ground.

F. Provide off-site storage and protection when site does not permit on-site storage or protection.

G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

H. Comply with manufacturer's warranty conditions, if any.

I. Do not store products directly on the ground.

J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

L. Prevent contact with material that may cause corrosion, discoloration, or staining.

M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 017000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition.

C. Pre-installation meetings.

D. Surveying for laying out the work.

E. Cleaning and protection.

F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 013000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 014000 - Quality Requirements: Testing and inspection procedures.

D. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.

E. Section 015000 - Temporary Facilities and Controls: Temporary interior partitions.

F. Section 015100 - Temporary Utilities: Temporary <> facilities.

G. Section 017419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

H. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

I. Individual Product Specification Sections:
   1. Advance notification to other sections of openings required in work of those sections.
   2. Limitations on cutting structural members.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.04 SUBMITTALS

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

B. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

A. For demolition work, employ a firm specializing in the type of work required.

B. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

C. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.

D. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 COORDINATION

A. See Section 011000 for occupancy-related requirements.

B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

C. Notify affected utility companies and comply with their requirements.

D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. Coordinate completion and clean-up of work of separate sections.

H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

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

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. Notify Architect four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of examination, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with one copy to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Architect of any discrepancies discovered.

C. Contractor shall locate and protect survey control and reference points.

D. Control datum for survey is that indicated on drawings.

E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.

H. Utilize recognized engineering survey practices.

I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
   2. Grid or axis for structures.
   3. Building foundation, column locations, ground floor elevations.

J. Periodically verify layouts by same means.

K. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 GENERAL INSTALLATION REQUIREMENTS

A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Collect waste materials, debris, and trash/rubbish and place in appropriate trash receptacles or dumpsters daily.

C. Compliance failure:
   1. Owner shall give Contractor written notice of failure to comply with progress cleaning and waste removal requirements.
   2. Owner shall commence progress cleaning and waste removal requirements with Owner's own forces if Contractor has not complied within 24 hours after receiving notice.

3. Owner shall back charge Contractor at the rate of $80 per man hour required to bring site to a clean and orderly condition.

3.07 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Prohibit traffic from landscaped areas.

H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

B. Use cleaning materials that are nonhazardous.

C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

D. Clean debris from area drains and drainage systems.

E. Clean site; sweep paved areas, rake clean landscaped surfaces.

F. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.

B. Accompany Owner's Construction Supervisor on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Owner when work is considered ready for Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Owner will occupy portions of the building as specified in Section 011000.

F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

H. Accompany Owner's Construction Supervisor on Contractor's preliminary final inspection.

I. Notify Owner when work is considered finally complete.

J. Complete items of work determined by Architect's and Owner's final inspection.

END OF SECTION

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

A. Owner requires that this project generate the least amount of trash and waste possible.

B. Owner recovers commodity, universal, and hazardous waste materials.

C. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.

D. Minimize trash/waste disposal in landfills; salvage or recycle as much waste as economically feasible.

E. Required Recycling: The following must be recycled by the Contractor:
   1. Wood pallets, not painted.
   2. Clean dimensional wood, not painted.
   3. Land clearing debris, including brush, branches, logs, and stumps; see 311000 - Site Clearing for use options.
   4. Concrete.
   5. Concrete masonry units.
   6. Bricks, unless specifically identified in the Contract Documents to be re-used on site.
   7. Pre-cast concrete panels.
   8. Asphalt.
   9. Asphalt roofing shingles.
   10. Plumbing fixtures, porcelain.
   11. Acoustical ceiling tile:
      a. Use acoustical ceiling tile recycling program administered by Armstrong World Industries, Inc.
         1) Additional information can be found at web address ***https://www.armstrongceilings.com/commercial/en-us/performance/sustainable-building-design/ceiling-recycling-program.html***
      b. Materials acceptable for recycling:
         1) All brands of dry, pulpable mineral fiber ceiling panels or tiles.
            (a) All metal splines must be removed from tiles (12”x12”).
         2) All brands of dry fiberglass panels (foil-back case by case).
            (a) Facing must be easily removable.
         3) Any vinyl or scrim-faced mineral fiber panels.
      c. Materials acceptable for recycling case-by-case: (Contact the Armstrong Recycling Center at telephone number 877-276-7876)
         1) Asbestos containing ceiling tiles, Ceiling tiles installed below friable asbestos or contaminated with any other hazardous material.
         2) Red or pink-backed ceiling tiles.
         3) Wet, moldy or weathered ceiling tiles.
         4) Ceiling tiles or pallets/boxes/bales which contain visible debris (garbage, construction waste).
         5) Ceiling tiles not packaged according to Armstrong Specifications.
         6) Any gypsum ceiling or board.
         7) Ceiling tiles with visible wood pulp.
         8) Armstrong Artran (cardboard like face).
         9) Armstrong Ceramaguard.
         10) Glue-up or adhesive ceiling tiles.
         11) Roll-offs which contain debris.
         12) Baled fiberglass, vinyl-faced, fabric, scram faced or foil-backed ceiling tiles.

d. Call the Armstrong Recycling Center at 877-276-7876 to review the building where the ceilings will be removed, verify the material meets our requirements and for assistance to facilitate recycle. We are continually updating the types of ceiling panels we can recycle and methods we can receive them in.
e. Ceiling material being reclaimed may not come into contact with asbestos containing material, hazardous waste materials or special waste.
    1) If the area where ceilings are being removed is or has gone through abatement procedures, verification that ceilings did not come in contact with asbestos containing material is required
f. Ceiling material being reclaimed must be kept dry and free from debris.
g. Contractor shall register the Project: Contact the Armstrong Ceiling Recycling Center at telephone number 877-276-7876.
h. Required Information to have project approved for recycling:
    1) Contact information for the recycle project.
    2) Building information (Year of Building Construction, Contractor or demo subontractor, Building use, copy of an asbestos survey, details on any prior or current abatement where ceiling is removed).
        (a) Owner will provide asbestos survey information upon request from the Contractor.
    3) Ceiling Information – Material type, quantity, timing.
i. Scheduling, packaging, and shipping procedures:
    1) Receive final project approval for recycling by the Armstrong Recycling Center.
    2) Contractor shall remove ceiling tiles to be recycled from grid.
    3) Contractor shall contact the Armstrong Recycling Center (877-276-7876) to schedule a pick up.
    4) Contractor shall use one of the following three options for return.
        (a) When Option B or C is chosed by the Contractor, coordinate with the local recyler/consolidator for the applicable option to be used.
    5) Option A For Return-Full Truckload Palletized Procedure:
        (a) Contractor shall supply pallets, metal bands, stretch wrap.
        (b) Approved ceiling materials will be palletized in a manner allowing both secure shipment by trailer and the ability of Armstrong employees to safely inspect and unload the trailers' contents, therefore all approved ceiling materials sent to Armstrong must be neatly stacked as follows:
            (1) 4’ x 4’ pallets stacked with ceiling materials to 4 feet tall each and then stacked on top of each other in the trailer. This method is preferred but proper loading equipment must be available at the job site.
            (2) 4’ x 4’ pallets stacked with ceiling materials to 6 feet tall each.
            (3) Some combination of 2’x4’ and 4’x4’ pallets that are agreed upon in advance, in writing to accommodate special building circumstances if building elevators do not accommodate larger size pallets.
            (4) When 2’ x 4’ pallets are used place onto 4’ x 4’ pallets to stabilize two 2’ x 4’ pallets and use stretch wrap to secure pallets together..
        (c) Contractor shall neatly stack ceiling panels on 4’ x 4’ wooden pallets and secure them with metal bands or stretch wrap for stable shipment.
            (1) Any variation from pallet size must be pre-approved by Armstrong.
        (d) Pallets must be kept dry.
            (1) Wet material is not acceptable and will be returned.
        (e) Pallets must be labeled per Armstrong requirements.
        (f) Pallets must be secured within trailers to prevent shifting in transit.
            (1) Carriers will provide load stabilizers.
        (g) Armstrong will pay for the return freight of full trailers of approved material, all of which are defined as a minimum of 30,000 square feet as follows:

(1) Forty-four 4’ x 4’ pallets stacked with ceiling material to 4 feet tall each and then stacked on top of each other in the trailer (preferred method, but proper loading equipment must be available at the job site).
(2) Twenty-two 4’ x 4’ pallets with ceiling material stacked to 6 feet tall each.

(h) It is Contractor's responsibility to ensure that only full trailer loads of approved ceiling materials are shipped.

6) Option B For Return-Less Than Full Truckload Palletized Procedure:
(a) Where the amount of approved ceiling materials from a site is insufficient for a full trailer load, the Contractor may elect to utilize the services of a local recycler/conconsolidator to consolidate approved ceiling materials in a secure and dry location, until a full trailer load is ready for shipment.
(1) The local recycler/consolidator will ensure that all such aggregated shipments are and remain clearly labeled as to their origin and date of approval by an Armstrong employee.
(2) Go to following web address to find a local recyler/consolidator: ***www.armstrongceilings.com/commercial/enus/performance/sustainable-building-design/ceiling-recyclingprogram.html***.
(3) Upon aggregating a full truck load of ceiling tiles, follow the Option A procedures.

(b) The local recycler/consolidator may assist in supplying pallets, metal bands, and stretch wrap.
(c) When local consolidation is not available a LTL pick up may be arranged in some areas for five (5) pallets (7,000 sq. ft.) or more of approved ceiling materials.
(1) Armstrong will pay the return freight of these LTL pickups. LTL pickup must be pre-approved by Armstrong when other options are not available.
(2) LTL pickup must be pre-approved by Armstrong when other options are not available.

(d) The recycler/consolidator shall retain ownership of approved ceiling materials until it is received and accepted at the destination, the Armstrong Plant, as defined by the terms of shipment, F.O.B. (Free on board) destination, despite Armstrong’s payment of the freight costs for full trailer loads.
(e) While the Armstrong approved common carrier is not a party to this agreement, the following describes their responsibilities.
(1) The common carrier that Armstrong has selected is responsible for the transport of the approved ceiling materials from the pick up location to Armstrong’s plant.
(2) This common carrier is an independent contractor utilized by Armstrong and required to demonstrate general liability insurance coverage that meets or exceeds industry standards.

7) Option C For Return-On-Site Roll-Off Procedure (Bulk return to local recycler/consolidator):
(a) Where the amount of approved ceiling materials from a site is insufficient for a full trailer load, the Contractor may elect to utilize the services of a local recycler/conconsolidator to consolidate approved ceiling materials in a secure and dry location, until a full trailer load is ready for shipment.
(1) The local recycler/consolidator will ensure that all such aggregated shipments are and remain clearly labeled as to their origin and date of approval by an Armstrong employee.

(2) Go to following web address to find a local recyler/consolidator: ***www.armstrongceilings.com/commercial/enus/performance/sustainable-building-design/ceiling-recyclingprogram.html.***
(3) Upon aggregating a full truck load of ceiling tiles, follow the Option A procedures.
(b) Material must be clean and dry.
(c) No wood, metal, construction debris, trash or hazardous materials of any kind can be included.
(d) Material shall be placed in a roll-off container with a water impermeable cover such that material inside does not get wet.
(e) Material shall not be loaded above the top of the container.
(f) Container should have visible Armstrong RA label attached.

12. Contractor can find contact information for various material recyclers at the following web addresses, but may use the material recycler of their choosing, whether or not they are listed at the web addresses provided:
    a. ***http://www.stlouisco.com/HealthandWellness/RecyclingandWasteManagement/RegulationsAndLicensing/ConstructionAndDemolitionRecycling***

F. Required Recycling: The following must be disposed of in Owner provided containers or stockpiled in areas identified by Owner on project site for Owner pick-up for recycling or disposal:
1. Single Stream Recycling Container:
    a. Aluminum and plastic beverage containers.
    b. All nonhazardous aluminum containers.
    c. All nonhazardous glass containers.
    d. All nonhazardous plastic containers marked with the number 1, 2, 3, 4, 5, or 7.
        1) Plastic containers marked with the number 6, plastic bags, plastic straps, and plastic container lids shall not be recycled but shall be disposed of off site.
    e. All nonhazardous cardboard free of contaminants with the exception of metal staples or tape.
2. Ferrous Scrap Metal Recycling Container:
    a. All nonhazardous ferrous metals, including packaging banding, metal studs, acoustic ceiling tile frames, sheet metal, structural steel, conduit not containing copper or aluminum wire, piping, reinforcing bars, doors without glazing, door frames, door hardware, and other items made of steel, iron, galvanized steel, stainless steel.
3. Non-Ferrous Scrap Metal Recycling Container:
    a. All nonhazardous non-ferrous metals, including acoustic ceiling tile frames, sheet metal, conduit which can contain copper or aluminum wire, piping, plumbing fixture trim components, doors without glazing, door frames, door hardware, and other items made of aluminum, copper, zinc, lead, brass, and bronze.
    b. All electrical cabling and wiring.
4. Stockpile For Owner Recycling Or Hazmat Disposal:
    a. Mechanical and electrical equipment, unless otherwise indicated on the drawings.
        1) Refrigerant shall be removed from mechanical equipment before recycling mechanical equipment.
    b. Fluorescent lamps (light bulbs).
        1) Protect lamps from breakage during demolition, collection, and stockpiling
    c. All lead acid NiCad and lithium batteries.
    d. All lighting ballasts or other electrical equipment suspected of containing PCBs.

G. The Owner's waste minimization and material recovery operation is limited to those commodity, universal, and hazardous waste materials identified above as Owner's responsibility and responsibility for disposal or recycling of all other construction and demolition waste shall be the responsibility of the Contractor.

H. Owner will recycle recyclable materials and legally dispose of hazardous materials collected from the commodity, universal, and hazardous waste materials identified above as Owner's responsibility.

I. Revenue from recycling of materials collected from the commodity, universal, and hazardous waste materials identified above as Owner's responsibility shall accrue to the Owner.

J. Revenue from recycling of materials collected from the commodity, universal, and hazardous waste materials identified above as Contractor's responsibility shall accrue to the Contractor.

K. Develop and follow a Waste Management Plan designed to implement these requirements.

L. Methods of trash/waste disposal that are not acceptable are:
   1. Burning on the project site.
   2. Burying on the project site.
   3. Dumping or burying on other property, public or private.
   4. Other illegal dumping or burying.
   5. Incineration, either on- or off-site.

M. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: List of items to be salvaged from the existing building for relocation in project or for Owner.

B. Section 013000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.

C. Section 015000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

D. Section 016000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.

E. Section 017000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

F. Section 311000 - Site Clearing: Handling and disposal of land clearing debris.

1.03 DEFINITIONS

A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.

B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.

C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.

E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.

F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.

G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.

H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.

I. Return: To give back reusable items or unused products to vendors for credit.

J. Reuse: To reuse a construction waste material in some manner on the project site.

K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.

L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.

M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.

N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

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

B. Waste Management Plan:
   1. Submit Report prior to starting the Work on Project Site but no later than 42 days after Notice To Proceed date.
   2. Submit to Owner one electronic copy of waste disposal report as an e-mail attachment containing the following information:
      a. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed.
      b. Landfill Alternatives: List all waste materials that will be diverted from landfills by salvage or recycling.
         1) List each material proposed to be salvaged or recycled.

C. Waste Disposal Reports:
   1. Submit Report prior to submitting Final Application for Payment but no later than 28 days after Substantial Completion date.
   2. Submit to Owner one electronic copy of waste disposal report as an e-mail attachment containing the following information:
      a. Landfill Disposal: Include the following information:
         1) Identification of material.
         2) Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
         3) Provide the name, address, telephone number, and contact person's name of the landfills used and provide certification to the Owner that the landfills have been used.
         4) Include manifests, weight tickets, receipts, or invoices as evidence of quantity.
      b. Recycled and Salvaged Materials: Include the following information for each:
         1) Does not apply to Owner recycled materials.
         2) Identification of material, including those retrieved by installer for use on other projects.
         3) Amount, in tons or cubic yards, date removed from the project site, and receiving party.
         4) Include manifests, weight tickets, receipts, and invoices as evidence of quantity.
         5) Certification by receiving party that materials will not be disposed of in landfills or by incineration.
      c. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

A. See Section 011000 for list of items to be salvaged from the existing building for relocation in project or for Owner.

B. See Section 013000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.

C. See Section 015000 for additional requirements related to trash/waste collection and removal facilities and services.

D. See Section 016000 for waste prevention requirements related to delivery, storage, and handling.

E. See Section 017000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.

B. Communication: Distribute copies of the Waste Management Plan to job site foreman and each Subcontractor.

C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.

D. Meetings: Discuss trash/waste management goals and issues at project meetings, particularly at:
   1. Prebid meeting.
   2. Preconstruction meeting.
   3. Regular job-site meetings.

E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
   1. Provide containers as required.
   2. Provide adequate space for pick-up and delivery and convenience to Subcontractors.
   3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.

F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.

G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.

H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 017800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project record documents.

B. Extended Warranties.

1.02 RELATED REQUIREMENTS

A. Section 007200 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.

B. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

C. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.

1.03 SUBMITTALS

A. Project Record Documents:
   1. Submit to Owner and Architect one electronic copy of record documents as an e-mail attachment prior to submittal of Final Application for Payment but no later than 28 days after Substantial Completion date.

B. Extended Warranties:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents no later than 14 days after Substantial Completion date.
   2. Compile all extended warranties, which are warranties only exceeding one year in length, and submit as one submittal.
   3. Submit to Owner and Architect one electronic copy of extended warranties as an e-mail attachment as required in paragraph 1.03.C.1.
   4. This submittal will be reviewed and returned with Owner's and Architect's comments or it will be accepted.
   5. Revise content of all returned documents as required by the comments.
   6. Submit one set of revised final documents in final form within 10 days after receipt of returned submittal.
      a. For items of Work for which acceptance is delayed beyond Substantial Completion date, submit within 14 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Record actual revisions to the Work on Construction Documents provided by the Owner or on sketches developed by Contractor including:
   1. Drawings.
   2. Specifications.
   3. Addenda.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications:
   1. Identify the product manufacturer selected for the Project in the acceptable manufacturer's paragraph in each Section.

2. Identify product substitutions or alternates utilized including manufacturer, manufacturer's website address, and model number.

F. Record Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimension and detail.
   5. Details not on original Contract drawings.

END OF SECTION

SECTION 031000
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Formwork for cast-in-place concrete, with shoring, bracing and anchorage.

B. Openings for other work.

C. Form accessories.

D. Form stripping.

1.02 RELATED REQUIREMENTS

A. Section 032000 - Concrete Reinforcing.

B. Section 033000 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS

A. ACI CODE-318 - Building Code for Structural Concrete—Code Requirements and Commentary.

B. ACI PRC-347 - Guide to Formwork for Concrete.

C. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials and Commentary.

D. ACI SPEC-301 - Specifications for Concrete Construction.

E. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

F. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric).

1.04 QUALITY ASSURANCE

A. Designer Qualifications: Design formwork under direct supervision of a Professional Structural Engineer experienced in design of concrete formwork and licensed in the State in which the Project is located.

PART 2 PRODUCTS

2.01 FORMWORK - GENERAL

A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.

B. Design and construct concrete that complies with design with respect to shape, lines, and dimensions.

C. Chamfer outside corners of beams, joists, columns, and walls.

D. Comply with applicable state and local codes with respect to design, fabrication, erection, and removal of formwork.

E. Comply with relevant portions of ACI CODE-318, ACI PRC-347, and ACI SPEC-301.

2.02 WOOD FORM MATERIALS

A. Application: Use for edge forms and unexposed finish concrete only.

B. Form Materials: At the discretion of the Contractor.

2.03 REMOVABLE PREFABRICATED FORMS

A. Preformed Steel Forms: Minimum 16 gauge, 0.0598 inch thick, matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

B. Preformed Aluminum Forms: ASTM B221 (ASTM B221M), 6061-T6 alloy, matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

C. Preformed Plastic Forms: Thermoplastic polystyrene form liner, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.

2.04 FORMWORK ACCESSORIES

A. Form Ties: Removable type, galvanized metal, fixed length, cone type, with waterproofing washer, free of defects that could leave holes larger than 1 inch in concrete surface.

B. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.
   1. Do not use materials containing diesel oil or petroleum-based compounds.
   2. Products:
      a. SpecChem, LLC; Bio Strip WB (water-based): www.specchemllc.com/#sle.
      b. Substitutions: See Section 016000 - Product Requirements.

C. Flashing Reglets: Galvanized steel, at least 22 gage, 0.0299 inch thick, longest possible lengths, with alignment splines for joints, foam filled, release tape sealed slots, anchors for securing to concrete formwork.

D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 EARTH FORMS

A. Earth forms are not permitted unless specifically indicated on drawings.

B. Hand trim sides and bottom of earth forms. Remove loose soil prior to placing concrete.

3.03 ERECTION - FORMWORK

A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI SPEC-301.

B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.

C. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

D. Align joints and make watertight. Keep form joints to a minimum.

E. Obtain approval before framing openings in structural members that are not indicated on drawings.

F. Coordinate this section with other sections of work that require attachment of components to formwork.

G. If formwork is placed after reinforcement, resulting in insufficient concrete cover over reinforcement, request instructions from Architect before proceeding.

3.04 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Provide formed openings where required for items to be embedded in passing through concrete work.

B. Locate and set in place items that will be cast directly into concrete.

C. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.

D. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

G. Form Anchors and Hangers:
   1. Do not use anchors and hangers in exposed concrete leaving exposed metal at concrete surface.
   2. Symmetrically arrange hangers supporting forms from structural steel members to minimize twisting or rotation of member.
   3. Penetration of structural steel members is not permitted.

3.06 FORM CLEANING

A. Clean forms as erection proceeds, to remove foreign matter within forms.

B. Clean formed cavities of debris prior to placing concrete.
   1. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
   2. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.07 FORMWORK TOLERANCES

A. Construct formwork to maintain tolerances required by ACI SPEC-117, unless otherwise indicated.

B. Camber slabs and beams in accordance with ACI SPEC-301.

3.08 FIELD QUALITY CONTROL

A. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and to verify that supports, fastenings, wedges, ties, and items are secure.

3.09 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Store removed forms to prevent damage to form materials or to fresh concrete. Discard damaged forms.

END OF SECTION

SECTION 032000
CONCRETE REINFORCING

PART 1 GENERAL

A. Reinforcing steel for cast-in-place concrete.

B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

A. Section 033000 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS

A. ACI MNL-66 - ACI Detailing Manual.

B. ACI SPEC-301 - Specifications for Concrete Construction.

C. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.

D. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.

E. CRSI (DA4) - Manual of Standard Practice.

1.04 SUBMITTALS

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

B. Shop Drawings: Comply with requirements of ACI MNL-66 Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.
   1. Prepare shop drawings under seal of a Professional Structural Engineer experienced in design of work of this type and licensed in the State in which the Project is located.

C. Manufacturer's Certificate: Certify that reinforcing steel and accessories supplied for this project meet or exceed specified requirements.

D. Reports: Submit certified copies of mill test report of reinforcement materials analysis.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI SPEC-301.

PART 2 PRODUCTS

2.01 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi).
   1. Plain billet-steel bars.

B. Steel Welded Wire Reinforcement (WWR): Galvanized, deformed type; ASTM A1064/A1064M.
   1. Form: Flat Sheets.
   2. WWR Style: As indicated on drawings.

C. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.
   2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
   3. Provide stainless steel components for placement within 1-1/2 inches of weathering surfaces.

2.02 FABRICATION

A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.

B. Locate reinforcing splices not indicated on drawings at point of minimum stress.

PART 3 EXECUTION

3.01 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

B. Do not displace or damage vapor barrier.

C. Accommodate placement of formed openings.

D. Maintain concrete cover around reinforcing as follows:
   1. Footings and Concrete Formed Against Earth: 1 1/2 inch.
   2. Slabs on Fill: 1 1/2 inch.

E. Comply with applicable code for concrete cover over reinforcement.

3.02 FIELD QUALITY CONTROL

A. An independent testing agency, as specified in Section 014000 - Quality Requirements, will inspect installed reinforcement for compliance with contract documents before concrete placement.

END OF SECTION

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Floors and slabs on grade.

B. Concrete curing.

1.02 RELATED REQUIREMENTS

A. Section 031000 - Concrete Forming and Accessories: Forms and accessories for formwork.

B. Section 032000 - Concrete Reinforcing.

1.03 REFERENCE STANDARDS

A. ACI CODE-318 - Building Code for Structural Concrete—Code Requirements and Commentary.

B. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide.

C. ACI PRC-302.1 - Guide to Concrete Floor and Slab Construction.

D. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.

E. ACI PRC-305 - Guide to Hot Weather Concreting.

F. ACI PRC-306 - Guide to Cold Weather Concreting.

G. ACI PRC-308 - Curing of Concrete—Guide.

H. ACI SPEC-301 - Specifications for Concrete Construction.

I. ASTM C33/C33M - Standard Specification for Concrete Aggregates.

J. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

K. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.

L. ASTM C143/C143M - Standard Test Method for Slump of Concrete.

M. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.

N. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures.

1.04 SUBMITTALS

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

B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.

C. Mix Design: Submit proposed concrete mix design.

D. Test Reports: Submit report for each test or series of tests specified.

E. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

F. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI SPEC-301 and ACI CODE-318.

B. Follow recommendations of ACI PRC-305 when concreting during hot weather.

C. Follow recommendations of ACI PRC-306 when concreting during cold weather.

PART 2 PRODUCTS

2.01 FORMWORK

A. Comply with requirements of Section 031000.

2.02 REINFORCEMENT MATERIALS

A. Comply with requirements of Section 032000.

B. Cement: ASTM C150/C150M, Type II - Moderate Portland type.
   1. Acquire cement for entire project from same source.

C. Fine and Coarse Aggregates: ASTM C33/C33M.
   1. Acquire aggregates for entire project from same source.

2.03 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations.

B. Concrete Strength: Establish required average strength for concrete on the basis of field experience or trial mixtures, as specified in ACI 301.

C. Normal Weight Concrete:
   1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 4,000 pounds per square inch.
   2. Water-Cement Ratio: Maximum 40 percent by weight.
   3. Maximum Slump: 4 inches +/- 1 inc
   4. Maximum Aggregate Size: 5/8 inch.

2.04 MIXING

A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.

B. Transit Mixers: Comply with ASTM C94/C94M.

C. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with Work of this section.

B. Verify requirements for concrete cover over reinforcement

C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

D. Commencement of Work shall indicate acceptance of existing conditions.

3.02 PLACING CONCRETE

A. Place concrete in accordance with ACI PRC-304.

B. Notify Architect not less than 24 hours prior to commencement of placement operations.

C. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

D. Ensure reinforcement will not be disturbed during concrete placement.

E. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.

3.03 FLOOR FLATNESS AND LEVELNESS TOLERANCES

A. An independent testing agency, as specified in Section 014000, will inspect finished slabs for compliance with specified tolerances.

B. Maximum Variation of Surface Flatness:
   1. Exposed Concrete Floors: 1/8 inch in 10 feet.
   2. Under Seamless Resilient Flooring: 1/8 inch in 10 feet.
   3. Under Carpeting: 1/8 inch in 10 feet.
   4. Tennis Courts: 1/8 inch in 10 feet

C. Correct the slab surface if tolerances are less than specified.

D. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.04 CONCRETE FINISHING

A. Repair surface defects, including tie holes, immediately after removing formwork and as directed by the Architect.

B. Concrete Slabs: Finish to requirements of ACI PRC-302.1 and as follows:
   1. Other Surfaces to Be Left Exposed: Trowel as described in ACI PRC-302.1, minimizing burnish marks and other appearance defects.

3.05 CURING AND PROTECTION

A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
   1. Normal concrete: Not less than seven days.
   2. High early strength concrete: Not less than four days.

3.06 FIELD QUALITY CONTROL

A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.

B. Provide free access to concrete operations at project site and cooperate with appointed firm.

C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.

D. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.

E. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards or less of each class of concrete placed.

F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

G. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

3.07 DEFECTIVE CONCRETE

A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.

B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.

C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.08 SCHEDULE - CONCRETE TYPES AND FINISHES

END OF SECTION

SECTION 055213
PIPE AND TUBE RAILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Stair railings and guardrails.

1.02 RELATED REQUIREMENTS

A. Section 033000 - Cast-in-Place Concrete: Placement of anchors in concrete.

1.03 REFERENCE STANDARDS

A. AISC 207 - Standard for Certification Programs.

B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

C. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.

D. ASTM E985 - Standard Specification for Permanent Metal Railing Systems and Rails for Buildings.

E. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172.

1.04 SUBMITTALS

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

B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.

1.05 QUALITY ASSURANCE

A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located, or personnel under direct supervision of such an engineer.

B. Fabricator Qualifications:
   1. A qualified steel fabricator that is certified by the American Institute for Steel Construction (AISC) under AISC 207.
   2. A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.
   3. A company specializing in manufacturing products specified in this section, with not less than ten years of documented experience.

PART 2 PRODUCTS

2.01 RAILINGS - GENERAL REQUIREMENTS

A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.

B. Design Criteria: Design and fabricate railings and anchorage to resist the following loads without failure, damage, or permanent set; loads do not need to applied simultaneously.
   1. Lateral Force: 85 lb minimum, at any point, when tested in accordance with ASTM E935.
   2. Distributed Load; 50lb/ft minimum, applied in any direction at the top of the handrail, when tested in accordance with ASTM E935.
   3. Concentrated Loads on Intermediate Rails: 50 psf, minimum.
   4. Concentrated Load: 200 lbs minimum, applied in any direction at any point along the rail system, when tested in accordance with ASTM E935.
   5. Handrails: Comply with applicable accessibility requirements of ADA Standards.

C. Allow for expansion and contraction of members and building movement without damage to connections or members.

D. Dimensions: See drawings for configurations and heights.
   1. Top Rails and Wall Rails: 1-1/2 inches diameter, round.
   2. Intermediate Rails: 1-1/2 inches diameter, round.
   3. Posts: 1-1/2 inches diameter, round.
   4. Balusters: 1/2 inch round solid bar.

E. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.

F. Provide welding fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.

2.02 STEEL RAILING SYSTEM

A. Steel Tube: ASTM A500/A500M Grade B cold-formed structural tubing.

B. Steel Pipe: ASTM A 53/A 53M Grade B Schedule 40, black finish.

C. Welding Fittings: Factory- or shop-welded from matching pipe or tube; seams continuously welded; joints and seams ground smooth.

2.03 FABRICATION

A. Accurately form components to suit specific project conditions and for proper connection to building structure.

B. Fit and shop assemble components in largest practical sizes for delivery to site.

C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.

D. Welded Joints:
   1. Exterior Components: Continuously seal joined pieces by intermittent welds and plastic filler. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
   2. Interior Components: Continuously seal joined pieces by intermittent welds and plastic filler.
   3. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

E. Provide returns at ends of handrails. Close ends of returns.

F. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
   1. At brackets and fittings fastened to plaster or gypsum board: provide crush-resistant fillers or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.

G. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

A. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.

C. Anchor railings securely to structure.

3.04 TOLERANCES

A. Maximum Variation From Plumb: 1/4 inch per floor level, non-cumulative.

B. Maximum Offset From True Alignment: 1/4 inch.

C. Maximum Out-of-Position: 1/4 inch.

3.05 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer.

END OF SECTION

SECTION 311000
SITE CLEARING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Clearing and protection of vegetation.

B. Removal of existing debris.

1.02 RELATED REQUIREMENTS

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

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

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

D. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products.

E. Section 017419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

F. Section 312200 - Grading: Topsoil removal.

G. Section 312200 - Grading: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

H. Section 312323 - Fill: Filling holes, pits, and excavations generated as a result of removal operations.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 PREPARATION

A. Call Missouri One Call System at 1-800-DIG-RITE (1-800-344-7483) not less than two working days before performing Work.

1. Request underground utilities to be located and marked within and surrounding construction areas.

3.02 SITE CLEARING

A. Comply with other requirements specified in Section 017000.

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

3.03 EXISTING UTILITIES AND BUILT ELEMENTS

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

B. Protect existing utilities to remain from damage.

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

D. Protect existing structures and other elements that are not to be removed.

3.04 VEGETATION

A. Scope: Remove trees, shrubs, brush, and stumps in areas to be covered by building structure, paving, playing fields, lawns, and planting beds.

B. Do not remove or damage vegetation beyond the limits indicated on drawings.

C. Install substantial, highly visible fences at least 3 feet high to prevent inadvertent damage to vegetation to remain:

1. At vegetation removal limits.
2. See Section 015000 for fence construction requirements.

D. In areas where vegetation must be removed but no construction will occur other than pervious paving, remove vegetation with minimum disturbance of the subsoil.

E. Vegetation Removed: Do not burn, bury, landfill, or leave on site.

F. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to Owner.

3.05 DEBRIS

A. Remove debris, junk, and trash from site.

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

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

END OF SECTION

SECTION 312200
GRADING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removal of topsoil.

B. Rough grading the site for site structures, pavements, and contouring the site.

C. Replacement of topsoil and finish grading.

1.02 RELATED REQUIREMENTS

A. Section 311000 - Site Clearing.

B. Section 312316 - Excavation.

C. Section 312323 - Fill: Filling and compaction.

1.03 SUBMITTALS

A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

PART 2 PRODUCTS

2.01 MATERIALS

A. Topsoil- Soil Type S2: Topsoil excavated on-site.
   1. Graded.
   2. Acidity range (pH) of 5.5 to 7.5.
   3. Containing a minimum of 4 percent and a maximum of 30 percent inorganic matter.
   4. Conforming to ASTM D2487 Group Symbol OL, OH, and PT.
   5. Limit decaying matter to 10 percent of total content by volume.
   6. Free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds and foreign matter.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that survey bench mark and intended elevations for the Work are as indicated.

B. Verify the absence of standing or ponding water.

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Call Missouri One Call System at 1-800-DIG-RITE (1-800-344-7483) not less than two working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

C. Stake and flag locations of known private utilities.

D. Locate, identify, and protect from damage above- and below-grade utilities to remain.

E. Provide temporary means and methods to remove all standing or ponding water from areas prior to grading.

F. Protect site features to remain, including but not limited to bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs, from damage by grading equipment and vehicular traffic.

3.03 ROUGH GRADING

A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded.

B. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.

C. Do not remove wet subsoil , unless it is subsequently processed to obtain optimum moisture content.

D. When excavating through roots, perform work by hand and cut roots with sharp axe.

E. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

F. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack surface water control.

G. Level and contour surfaces to elevations and gradients indicated.

3.04 SOIL REMOVAL AND STOCKPILING

A. Remove excavated topsoil from site.

B. Stockpile subsoil to be re-used on site; remove remainder from site.

C. Stockpiles: Use areas designated on site; pile depth not to exceed 8 feet; protect from erosion.

3.05 FINISH GRADING

A. Before Finish Grading:
   1. Verify building and trench backfilling have been inspected.
   2. Verify subgrade has been contoured and compacted.

B. Remove debris, roots, branches, stones, in excess of 1 inch in size. Remove soil contaminated with petroleum products.

C. Where topsoil is to be placed, scarify surface to depth of 3 inches.

D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 6 inches.

E. Place topsoil in areas where sodding and planting are indicated.

F. Place topsoil where required to level finish grade.

G. Place topsoil to the following compacted thicknesses:
   1. Areas to be Sodded: 6 inches.

H. Place topsoil during dry weather.

I. Remove roots, weeds, rocks, and foreign material while spreading.

J. Near plants and buildings spread topsoil manually to prevent damage.

K. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.

L. Roll placed topsoil.

M. Maintain stability of topsoil during inclement weather. Replace topsoil in areas where surface water has eroded thickness below specifications.

3.06 TOLERANCES

A. Top Surface of Subgrade: Plus or minus 0.10 foot (1-3/16 inches) from required elevation.

B. Top Surface of Finish Grade: Plus or minus 0.04 foot (1/2 inch).

C. Top Surface of Finish Grade at Curbs and Sidewalks: Top of curb or sidewalk elevation or greater.

D. Top Surface of Finish Grade at Pavement Edges: Top of pavement elevation.

3.07 REPAIR AND RESTORATION

A. Existing Facilities, Utilities, and Site Features to Remain: If damaged due to this work, repair or replace to original condition at no cost to Owner.

B. Trees to Remain: If damaged due to this work, trim broken branches and repair bark wounds; if root damage has occurred, obtain instructions from Architect as to remedy.

C. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.

3.08 FIELD QUALITY CONTROL

A. See Section 312323 - Fill for compaction density testing.

3.09 CLEANING

A. Remove unused stockpiled subsoil. Grade stockpile area to prevent standing water.

B. Leave site clean and raked, ready to receive landscaping.

END OF SECTION

SECTION 312316.13
TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 RELATED REQUIREMENTS

A. Section 312200 - Grading: Site grading.

1.03 PRICE AND PAYMENT PROCEDURES

A. See Section 012200 - Unit Prices, for general requirements applicable to unit prices for earthwork.

B. Unit Price B : Excavating Unsuitable Soil Materials:
   1. Measurement method: By the cubic yard.
   2. Includes: Excavating below required elevations, loading and removing from site.
   3. Does Not Include Over-Excavation: Payment will not be made for over-excavated work nor for replacement materials.

C. Granular Fill Replacing Unsuitable Soil: Applies to Unit Price B .
   1. Measurement Method: By the cubic yard in place.
   2. Includes: Supplying fill, stockpiling, scarifying substrate surface, placing where required, and compacting.

D. Geotextile Stabilization Fabric: Applies to Unit Price C .
   1. Measurement Method: By the Square Yard in place.
   2. Includes: Cutting and placing where required.

1.04 DEFINITIONS

A. Finish Grade Elevations: Indicated on drawings.

B. Subgrade Elevations: Indicated on drawings and to meet requirements for topsoil placement specified in Section 312200 - Grading.

1.05 REFERENCE STANDARDS

A. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.

B. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

C. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.

D. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

E. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

F. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

G. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.06 SUBMITTALS

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

B. Samples: 10 lb sample of each type of imported fill; submit in air-tight containers to testing laboratory.

C. Materials Sources: Submit name of imported materials source.

D. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used.

E. Compaction Density Test Reports by Owner's Testing Agency.

1.07 DELIVERY, STORAGE, AND HANDLING

A. When necessary, store materials on site in advance of need.

B. When fill materials need to be stored on site, locate stockpiles where designated.
   1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
   2. Prevent contamination.
   3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.01 FILL MATERIALS

A. General Fill- Fill Type S1: Subsoil excavated on site or imported borrow material.
   1. Graded.
   2. Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
   3. Complying with ASTM D2487 Group Symbol CL.

B. Concrete for Fill: Lean concrete. Minimum compressive strength of 2500 psi.

C. Granular Fill Under Pavements and Structures - Fill Type A1: Coarse aggregate, conforming to County of St. Louis Department of Highways and Traffic standard specification section 1007 - Aggregate Base Material, Type 5.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 1 inch sieve: 100 percent passing.
      b. 1/2 inch sieve: 90 to 60 percent passing.
      c. No. 4 sieve: 60 to 35 percent passing.
      d. No. 30 sieve: 35 to 10 percent passing.
      e. No. 200 sieve: 15 to 0 percent passing.
      f. The fraction passing the No. 40 sieve shall have a maximum plasticity index of 6.

D. Granular Fill Replacing Unsuitable Soil - Fill Type A2: Coarse aggregate, conforming to ASTM D448 standard specification size number 357.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 2-1/2 inch sieve: 100 percent passing.
      b. 2 inch sieve: 100 to 95 percent passing.
      c. 1 inch sieve: 70 to 35 percent passing.
      d. 1/2 inch sieve: 30 to 10 percent passing.
      e. No. 4 sieve: 5 to 0 percent passing.

E. Granular Fill for Drainage - Fill Type A3: Coarse aggregate, conforming to County of St. Louis Department of Highways and Traffic standard specification section 1009 - Aggregate For Drainage, Grade 3.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 1 inch sieve: 100 percent passing.
      b. 3/4 inch sieve: 100 to 85 percent passing.
      c. 3/8 inch sieve: 55 to 15 percent passing.
      d. No. 4 sieve: 10 to 0 percent passing.

F. Bedding for Utility Pipes and Conduits, 3 Inch Diameter And Over - Fill Type A4: Coarse aggregate, conforming to ASTM D 448 standard specification size number 68.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 1 inch sieve: 100 percent passing.
      b. 3/4 inch sieve: 100 to 90 percent passing.
      c. 3/8 inch sieve: 65 to 30 percent passing.
      d. No. 4 sieve: 25 to 5 percent passing.

e. No. 8 sieve: 10 to 0 percent passing.

G. Bedding for Sanitary and Storm Sewer Pipes - Fill Type A5: Coarse aggregate, conforming to Metropolitan St. Louis Sewer District standard specification section 2.K.2 - MSD-1 Bedding.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 1 inch sieve: 100 percent passing.
      b. 3/4 inch sieve: 100 to 90 percent passing.
      c. 1/2 inch sieve: 60 to 35 percent passing.
      d. No. 100 sieve: 10 to 0 percent passing.

H. Bedding for Sanitary and Storm Sewer Pipes, Rigid Over 30 Inch Diameter - Fill Type A6: Coarse aggregate, conforming to Metropolitan St. Louis Sewer District standard specification section 2.K.3 - MSD-2 Bedding.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 2 inch sieve: 100 percent passing.
      b. 1-1/2 inch sieve: 100 to 75 percent passing.
      c. 1 inch sieve: 90 to 50 percent passing.
      d. 3/4 inch sieve: 80 to 35 percent passing.
      e. 1/2 inch sieve: 55 to 15 percent passing.
      f. No. 100 sieve: 10 to 0 percent passing.

I. Sand - Fill Type A7: Natural river or bank sand; washed; free of silt, clay, loam, friable or soluble materials, and organic matter.
   1. Grade in accordance with ASTM D2487 Group Symbol SW.

J. Topsoil: See Section 312200.

2.02 ACCESSORIES

A. Geotextile Stabilization Fabric: Non-biodegradable, woven; Mirafi-HP570 manufactured by TenCate. www.tencate.com

B. Substitutions: See Section 016000 - Product Requirements.

2.03 SOURCE QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for testing and analysis of soil material.

B. Where fill materials are specified by reference to a specific standard, testing of samples for compliance will be provided before delivery to site.

C. If tests indicate materials do not meet specified requirements, change material and retest.

D. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that survey bench marks and intended elevations for the work are as indicated.

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Call Missouri One Call System at 1-800-DIG-RITE (1-800-344-7483) not less than two working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

C. Locate, identify, and protect utilities that remain and protect from damage.

D. Notify utility company to remove and relocate utilities.

E. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

F. Protect plants, lawns, rock outcroppings, and other features to remain.

G. Grade top perimeter of trenching area to prevent surface water from draining into trench. Provide temporary means and methods, as required, to maintain surface water diversion until no longer needed, or as directed by the Architect.

3.03 LINES AND GRADES

A. Lay pipes to lines and grades indicated on Drawings.
   1. Architect reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.

B. Use laser-beam instrument with qualified operator to establish lines and grades.

3.04 TRENCHING

A. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.

B. Slope banks of excavations deeper than 4 feet to angle of repose or less until sheeted or shored.

C. Do not interfere with 45 degree bearing splay of foundations.

D. Cut trenches 2 feet wider than outside diameter of pipe or conduit unless indicated otherwise on Drawings.

E. Hand trim excavations. Hand trim for bell and spigot pipe joints. Remove loose matter.

F. Provide uniform and continuous bearing and support for bedding material, pipes, and conduits.

G. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.

H. Remove water or materials from the trench that interfere with Work.

I. Remove lumped subsoil, boulders, and rock up to 1/3 cubic yard measured by volume. See Section 312316.26 for removal of larger material.

J. Remove excavated material that is unsuitable for re-use from site.

K. Stockpile excavated material to be re-used in area designated on site in accordance with Section 312200.

L. Remove excess excavated material from site.

M. Provide temporary means and methods, as required, to remove all water from trenching until directed by the Architect. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.

N. Determine the prevailing groundwater level prior to trenching. If the proposed trench extends less than 1 foot into the prevailing groundwater, control groundwater intrusion with perimeter drains routed to sump pumps, or as directed by the Architect.

O. Do not advance open trench more than 200 feet ahead of installed pipe.

3.05 SHEETING AND SHORING

A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.

B. Support trenches more than 4 feet deep excavated through unstable, loose, or soft material.
   1. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
   2. Design sheeting, shoring, bracing, or other protection to be removed at completion of excavation work.

C. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil at no cost to Owner.

D. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing at no cost to Owner.

3.06 PREPARATION FOR UTILITY PLACEMENT

A. Cut out soft areas of subgrade not capable of compaction in place to elevations directed by Architect. Line over excavated trench bottom and sides with Geotextile Stabilization Fabric. Backfill to original subgrade elevation with Fill Type A2.

B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.

C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.07 BACKFILLING

A. Backfill to contours and elevations indicated using unfrozen materials.

B. Fill up to subgrade elevations unless otherwise indicated.

C. Employ a placement method that does not disturb or damage other work.

D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.

E. Maintain optimum moisture content of fill materials to attain required compaction density.

F. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.

G. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.

H. Slope grade away from building minimum 2 inches in 10 feet, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.

I. Correct areas that are over-excavated.
   1. Thrust bearing surfaces: Fill with concrete.
   2. All areas except thrust bearing surfaces: Use Fill Type A1, flush to required elevation, compacted to minimum 95 percent of maximum dry density.

J. Compaction Density Unless Otherwise Specified or Indicated:
   1. Under paving, slabs-on-grade, and similar construction: 95 percent of maximum dry density.
   2. At other locations: 90 percent of maximum dry density.

K. Do not leave more than 50 feet of trench open at end of working day.

L. Protect open trench to prevent danger to Owner and the public.

M. Reshape and re-compact fills subjected to vehicular traffic.

3.08 BEDDING AND FILL AT SPECIFIC LOCATIONS

A. Utility Piping and Conduits Under 3 Inch Diameter:
   1. Bedding: Use Fill Type A7.
   2. Cover with Fill Type S1 under landscape areas.
   3. Cover with Fill Type A1 under pavements and structures.

B. Utility Piping and Conduits 3 Inch Diameter And Over:
   1. Bedding: Use Fill Type A4.
   2. Cover with Fill Type S1 under landscape areas.
   3. Cover with Fill Type A1 under pavements and structures.

C. Sanitary and Storm Sewer Piping:
   1. Bedding: Use Fill Type A5 or A6 as appropriate for pipe size and material.
   2. Cover with Fill Type S1 under landscape areas.
   3. Cover with Fill Type A1 under pavements and structures.

D. Pipe Culverts:
   1. Bedding: Use Fill Type A5 or A6 as appropriate for pipe size and material.
   2. Cover with Fill Type A1.

E. Subdrainage Piping at Foundation Perimeter, Under Slabs, and Behind Retaining Walls:
   1. Filter aggregate and geotextile fabric: Section 33 4600.
   2. Cover filter aggregate with Fill Type A3.
   3. Place geotextile fabric in trench to separate drainage fill from soil.

F. At French Drains:
   1. Use Fill Type A3.
   2. Place geotextile fabric in trench to separate drainage fill from soil.

3.09 TOLERANCES

A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

B. Top Surface of Backfilling Under Paved Areas: Plus or minus 1/2 inch from required elevations.

3.10 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for field inspection and testing.

B. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, or ASTM D6938.

C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor").

D. If tests indicate work does not meet specified requirements, remove work, replace and retest.

E. Frequency of Tests: 1 test for each lift for each 100 feet of trench length.

3.11 CLEANING

A. Leave unused materials in a neat, compact stockpile.

B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

SECTION 312316
EXCAVATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Excavating for slabs-on-grade and paving.

1.02 RELATED REQUIREMENTS

A. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring. General requirements for dewatering of excavations and water control.

B. Section 312200 - Grading: Grading.

C. Section 312316.13 - Trenching: Excavating for utility trenches outside the building to utility main connections.

D. Section 312323 - Fill: Fill materials, backfilling, and compacting.

1.03 PRICE AND PAYMENT PROCEDURES

A. See Section 012200 - Unit Prices, for general requirements applicable to unit prices for excavation.

B. See Section 312323 for measurement and payment provisions related to fill.

PART 2 PRODUCTS

2.01 MATERIALS

A. Bedding and Fill to Correct Over-Excavation:
   1. See Section 312323 for bedding and corrective fill materials at general excavations.
   2. See Section 312316.13 for bedding and corrective fill materials at utility trenches.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that survey bench mark and intended elevations for the work are as indicated.

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Call Missouri One Call System at 1-800-DIG-RITE (1-800-344-7483) not less than two working days before performing Work.
   1. Request underground utilities to be located and marked within and surrounding construction areas.

C. Locate, identify, and protect utilities that remain and protect from damage.

D. Grade top perimeter of excavation to prevent surface water from draining into excavation. Provide temporary means and methods, as required, to maintain surface water diversion until no longer needed, or as directed by Architect.

3.03 EXCAVATING

A. Underpin adjacent structures that could be damaged by excavating work.

B. Excavate to accommodate new structures and construction operations.

C. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.

D. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.

E. Do not interfere with 45 degree bearing splay of foundations.

F. Cut utility trenches wide enough to allow inspection of installed utilities.

G. Hand trim excavations. Remove loose matter.

H. Remove lumped subsoil, boulders, and rock up to 3/4 cu yd measured by volume.
   1. Lumped subsoil, boulders, and rock in excess of 3/4 cu yd will be considered an unforeseen condition subject to modification of the Contract Sum or Contract Time or both.

I. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 312323.

J. Provide temporary means and methods, as required, to remove all water from excavations until directed by Architect. Remove and replace soils deemed suitable by classification and which are excessively moist due to lack of dewatering or surface water control.

K. Determine the prevailing groundwater level prior to excavation. If the proposed excavation extends less than 1 foot into the prevailing groundwater, control groundwater intrusion with perimeter drains routed to sump pumps, or as directed by the Architect. If the proposed excavation extends more than 1 foot into the excavation, control groundwater intrusion with a comprehensive dewatering procedures, or as directed by the Geotechnical Engineer.

L. Remove excavated material that is unsuitable for re-use from site.

M. Stockpile excavated material to be re-used in area designated on site in accordance with Section 312200.

N. Remove excess excavated material from site.

3.04 SUBGRADE PREPARATION

A. See Section 312323 for subgrade preparation at general excavations.

B. See Section 312316.13 for subgrade preparation at utility trenches.

3.05 FILLING AND BACKFILLING

A. Do not fill or backfill until all debris, water, unsatisfactory soil materials, obstructions, and deleterious materials have been removed from excavation.

B. See Section 312323 for fill, backfill, and compaction requirements at general excavations.

C. See Section 312200 for rough and fine grading.

3.06 REPAIR

A. Correct areas that are over-excavated and load-bearing surfaces that are disturbed; see Section 312323.

3.07 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for field inspection and testing.

B. Provide for visual inspection of load-bearing excavated surfaces by Architect before placement of foundations.

3.08 PROTECTION

A. Divert surface flow from rains or water discharges from the excavation.

B. Prevent displacement of banks and keep loose soil from falling into excavation; maintain soil stability.

C. Protect open excavations from rainfall, runoff, freezing groundwater, or excessive drying so as to maintain foundation subgrade in satisfactory, undisturbed condition.

D. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.

E. Keep excavations free of standing water and completely free of water during concrete placement.

END OF SECTION

SECTION 312323
FILL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Filling, backfilling, and compacting for slabs-on-grade, paving, and site structures.

B. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

1.02 RELATED REQUIREMENTS

A. Section 312200 - Grading: Removal and handling of soil to be re-used.

B. Section 312200 - Grading: Site grading.

C. Section 312316 - Excavation: Removal and handling of soil to be re-used.

1.03 PRICE AND PAYMENT PROCEDURES

1.04 DEFINITIONS

A. Finish Grade Elevations: Indicated on drawings.

B. Subgrade Elevations: Indicated on drawings.

1.05 REFERENCE STANDARDS

A. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.

B. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

C. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.

D. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

E. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System).

F. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

G. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.06 SUBMITTALS

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

B. Samples: 10 pounds sample of each type of imported fill; submit in air-tight containers to testing laboratory.

C. Materials Sources: Submit name of imported materials source.

D. Fill Composition Test Reports: Results of laboratory tests on proposed and actual materials used, including manufactured fill.

E. Compaction Density Test Reports by Owner's Testing Agency.

1.07 DELIVERY, STORAGE, AND HANDLING

A. When necessary, store materials on site in advance of need.

B. When fill materials need to be stored on site, locate stockpiles where designated.
   1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
   2. Prevent contamination.
   3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.01 FILL MATERIALS

A. General Fill- Fill Type S1: Subsoil excavated on site or imported borrow material.
   1. Graded.
   2. Free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
   3. Complying with ASTM D2487 Group Symbol CL.

B. Concrete for Fill: Lean concrete Minimum compressive strength of 2500 psi.

C. Granular Fill - Fill Type A1: Coarse aggregate, conforming to County of St. Louis Department of Highways and Traffic standard specification section 1007 - Aggregate Base Material, Type 5.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 1 inch sieve: 100 percent passing.
      b. 1/2 inch sieve: 90 to 60 percent passing.
      c. No. 4 sieve: 60 to 35 percent passing.
      d. No. 30 sieve: 35 to 10 percent passing.
      e. No. 200 sieve: 15 to 0 percent passing.
      f. The fraction passing the No. 40 sieve shall have a maximum plasticity index of 6.

D. Granular Fill Replacing Unsuitable Soil - Fill Type A2: Coarse aggregate, conforming to ASTM D448 standard specification size number 357.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 2-1/2 inch sieve: 100 percent passing.
      b. 2 inch sieve: 100 to 95 percent passing.
      c. 1 inch sieve: 70 to 35 percent passing.
      d. 1/2 inch sieve: 30 to 10 percent passing.
      e. No. 4 sieve: 5 to 0 percent passing.

E. Topsoil: See Section 312200.

2.02 ACCESSORIES

A. Geotextile Stabilization Fabric: Non-biodegradable, woven; Mirafi-HP570 manufactured by TenCate. www.tencate.com

B. Substitutions: See Section 016000 - Product Requirements.

2.03 SOURCE QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for testing and analysis of soil material.

B. Where fill materials are specified by reference to a specific standard, testing of samples for compliance will be provided before delivery to site.

C. If tests indicate materials do not meet specified requirements, change material and retest.

D. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that survey bench marks and intended elevations for the Work are as indicated.

B. Identify required lines, levels, contours, and datum locations.

C. See Section 312200 - Grading for additional requirements.

D. Verify areas to be filled are not compromised with surface or ground water.

3.02 PREPARATION

A. Scarify subgrade surface to a depth of 6 inches to identify soft spots.

B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Concrete Fill Type S1 Fill Type A1 or Fill Type A2 as directed by Architect.

C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.

D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

3.03 FILLING

A. Fill to contours and elevations indicated using unfrozen materials.

B. Fill up to subgrade elevations unless otherwise indicated.

C. Employ a placement method that does not disturb or damage other work.

D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.

E. Maintain optimum moisture content of fill materials to attain required compaction density.

F. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.

G. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.

H. Slope grade away from building minimum 2 inches in 10 feet, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.

I. Correct areas that are over-excavated.
   1. Load-bearing foundation surfaces: Fill with concrete.
   2. Other areas: Use general fill, flush to required elevation, compacted to minimum 95 percent of maximum dry density.

J. Compaction Density Unless Otherwise Specified or Indicated:
   1. Under paving, footings, slabs-on-grade, footings, footings, similar construction, and footings: 95 percent of maximum dry density.
   2. At other locations: 90 percent of maximum dry density.

K. Reshape and re-compact fills subjected to vehicular traffic.

L. Maintain temporary means and methods, as required, to remove all water while fill is being placed as required, or until directed by the Architect. Remove and replace soils deemed unsuitable by classification and which are excessively moist due to lack of dewatering or surface water control.

3.04 FILL AT SPECIFIC LOCATIONS

A. Use general fill unless otherwise specified or indicated.

B. Over Subdrainage Piping at Under Slabs:
   1. Drainage fill and geotextile fabric: Section 334100 - Subdrainage.
   2. Cover drainage fill with Fill Type A3.

C. At Lawn Areas:
   1. Use Fill Type S1.
   2. See Section 312200 - Grading for topsoil placement.

D. At Planting Areas Other Than Lawns and Planter Boxes:
   1. Use Fill Type S1.
   2. See Section 312200 - Grading for topsoil placement.

E. At French Drains:
   1. Use Fill Type A3.

F. Under Monolithic Paving and Monolithic Paver Setting Beds:
   1. Compact subsoil to 95 percent of its maximum dry density before placing fill.
   2. Use Fill Type S1.
   3. See Section 321123 - Aggregate Base Courses for aggregate base course placed over fill.

3.05 TOLERANCES

A. Top Surface of General Filling: Plus or minus 1 inch from required elevations.

B. Top Surface of Filling Under Paved Areas: Plus or minus 1/2 inch from required elevations.

3.06 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for field inspection and testing.

B. Perform compaction density testing on compacted fill in accordance with ASTM D1556, ASTM D2167, or ASTM D6938.

C. Results will be evaluated in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor").

D. If tests indicate work does not meet specified requirements, remove work, replace and retest.

E. Frequency of Tests:
   1. Unpaved areas: 1 test for each lift for each 25,000 s.f. of area.

F. Proof roll compacted fill at surfaces that will be under slabs-on-grade and paving.

3.07 CLEANING

A. See Section 017419 - Construction Waste Management and Disposal, for additional requirements.

B. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

SECTION 321123
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Aggregate base course.

1.02 RELATED REQUIREMENTS

A. Section 312200 - Grading: Preparation of site for base course and topsoil fill at areas adjacent to aggregate base course.

B. Section 312323 - Fill: Compacted fill under base course.

C. Section 321313 - Concrete Paving: Finish concrete surface course.

1.03 REFERENCE STANDARDS

A. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.

B. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).

C. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.

D. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.

E. ASTM D4318 - Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

F. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

1.04 SUBMITTALS

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

B. Materials Sources: Submit name of imported materials source.

C. Aggregate Composition Test Reports: Results of laboratory tests on proposed materials.

D. Compaction Density Test Reports by Owner's Testing Agency.

1.05 DELIVERY, STORAGE, AND HANDLING

A. When necessary, store materials on site in advance of need.

B. When aggregate materials need to be stored on site, locate where directed by Owner.

C. Aggregate Storage, General:
   1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
   2. Prevent contamination.
   3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.01 MATERIALS

A. Aggregate Type A1: Coarse aggregate, conforming to County of St. Louis Department of Highways and Traffic standard specification section 1007 - Aggregate Base Material, Type 5.
   1. Graded in accordance with ASTM C 136, within the following limits:
      a. 1 inch sieve: 100 percent passing.
      b. 1/2 inch sieve: 90 to 60 percent passing.
      c. No. 4 sieve: 60 to 35 percent passing.
      d. No. 30 sieve: 35 to 10 percent passing.
      e. No. 200 sieve: 15 to 0 percent passing.

f. The fraction passing the No. 40 sieve shall have a maximum plasticity index of 6.

2.02 SOURCE QUALITY CONTROL

A. See Section 014000 - Quality Requirements for general requirements for testing and analysis of aggregate materials.

B. Provide materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that survey bench marks and intended elevations for the work are as indicated.

B. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.02 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.

B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 INSTALLATION

A. Under Portland Cement Concrete Paving:
   1. Place Aggregate Type A1 to a total compacted thickness as indicated on drawings.
   2. Compact to 95 percent of maximum dry density.

B. Place aggregate in maximum 6 inch layers and roller compact to specified density.

C. Level and contour surfaces to elevations and gradients indicated.

D. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.

E. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.

F. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.04 TOLERANCES

A. Flatness: Maximum variation of 1/2 inch measured with 10 foot straight edge.

B. Scheduled Compacted Thickness: Within 1/4 inch.

C. Variation From Design Elevation: Within 1/2 inch.

3.05 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for general requirements for field inspection and testing.

B. Compaction density testing will be performed on compacted aggregate base course in accordance with ASTM D1556, ASTM D2167, ASTM D3017, or ASTM D6938.

C. Results will be evaluated in relation to compaction curve determined by testing uncompacted material in accordance with ASTM D698 ("standard Proctor").

D. If tests indicate work does not meet specified requirements, remove work, replace and retest.

E. Frequency of Tests: 1 test for each lift for each 5 000 s.f. of area.

F. Proof roll compacted aggregate at surfaces that will be under slabs-on-grade and paving.

3.06 CLEANING

A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

END OF SECTION

SECTION 321313
CONCRETE PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Concrete sidewalks, stair steps, ramps, vertical curbs, parking areas, and pads.

1.02 RELATED REQUIREMENTS

A. Section 312200 - Grading: Preparation of site for paving and base and preparation of subsoil at pavement perimeter for planting.

B. Section 312323 - Fill: Compacted subbase for paving.

C. Section 321123: Aggregate base course.

D. Section 321723.13 - Painted Pavement Markings: Pavement markings.

E. Section 321726 - Tactile Warning Surfacing: Plastic tactile and detectable warning tiles for pedestrian walking surfaces.

1.03 REFERENCE STANDARDS

A. ACI 211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide.

B. ACI 301 - Specifications for Concrete Construction.

C. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete.

D. ACI 305R - Guide to Hot Weather Concreting.

E. ACI 306R - Guide to Cold Weather Concreting.

F. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.

G. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

H. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.

I. ASTM C150/C150M - Standard Specification for Portland Cement.

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

K. ASTM C685/C685M - Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.

L. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.

M. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types).

N. ASTM D1752 - Standard Specification for Preformed Sponge Rubber, Cork, and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.04 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.

B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.05 SUBMITTALS

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

B. Submit proposed concrete mix design test reports.

C. Product Data: Provide data on joint filler, admixtures, and curing compound.

PART 2 PRODUCTS

2.01 FORM MATERIALS

A. Form Materials: Conform to ACI 301.

B. Joint Filler: Preformed; non-extruding bituminous type (ASTM D1751) or sponge rubber or cork (ASTM D1752).
   1. Thickness: 3/4 inch.

2.02 REINFORCEMENT

A. Steel Welded Wire Reinforcement: Plain type, ASTM A1064/A1064M; in flat sheets; galvanized.

2.03 CONCRETE MATERIALS

A. Obtain cementitious materials from same source throughout.

B. Fine and Coarse Mix Aggregates: ASTM C33/C33M, Meramec sand only (lignite free).

C. Fly Ash: ASTM C618, Class C or F.

2.04 ACCESSORIES

A. Tactile Warning Surfaces: See Section 321726.

B. Joint Sealer: Self-leveling, one part polyurethane in accordance with ASTM C920, Type S, Grade P, Use T.
   1. Acceptable Product: Sonneborn Sonolastic SL1.
   2. Substitutions: See 016000 - Product Requirements.

C. Reinforcement Accessories:
   1. Chairs, Bolsters, Bar Supports, Sacers: Sized and shaped for adequate support of reinforcement during concrete placement.
   2. Provide stainless steel components for placement within 1-1/2 inches of weathering surfaces.

2.05 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.

B. Concrete Strength: Establish required average strength for concrete on the basis of field experience or trial mixtures, as specified in ACI 301.

C. Admixtures: Reducing and Accelerating admixtures will be allowed at the discretion of the Architect and only after review and approval of product information submittal by Contractor. Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended by manufacturer.

D. Concrete Properties:
   1. Compressive strength, when tested in accordance with ASTM C39/C39M at 28 days; 4,000 psi.
   2. Total Air Content: minimum 5 percent, determined in accordance with ASTM C 173/C 173M.
   3. Maximum Slump: 4 inches.
   4. Maximum Aggregate Size: 1 inch.

2.06 MIXING

A. On Project Site: Mix in drum type batch mixer, complying with ASTM C685/C685M. Mix each batch not less than 1-1/2 minutes and not more than 5 minutes.

B. Transit Mixers: Comply with ASTM C94/C94M.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted granular base or existing asphalt surface is acceptable and ready to support paving and imposed loads.

B. Verify gradients and elevations of base are correct.

C. Field Survey

1. Include in the scope of work for the concrete overlay a field survey of the existing surface elevations to assure that the final overlay is installed to a minimum thickness of 4 inches and that water will drain away from the building sturctures and towards the existing drainage structures.
2. Include in the scope of work additional concrete material to compensate for the undulations of the existing surfaces to receive the concrete overlay as required to maintain a minimum of 4 inches of thickness.

3.02 SUBBASE

A. See Section 321123 - Aggregate Base Courses for construction of base course for work of this Section.

3.03 PREPARATION

A. Moisten base to minimize absorption of water from fresh concrete.

B. Coat surfaces of manhole, handhole, catch basin, handhole, and handhole frames with oil to prevent bond with concrete pavement.

C. Notify Architect minimum 24 hours prior to commencement of concreting operations.

3.04 FORMING

A. Place and secure forms to correct location, dimension, profile, and gradient.

B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 REINFORCEMENT

A. Place reinforcement at midheight of slabs-on-grade. Utilize Chairs, Bolsters, Bar Suppirts, Spacers sized and shaped for adequate support of reinforcement during concrete placement.

B. Interrupt reinforcement at expansion joints.

3.06 COLD AND HOT WEATHER CONCRETING

A. Follow recommendations of ACI 305R when concreting during hot weather.

B. Follow recommendations of ACI 306R when concreting during cold weather.

C. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

3.07 PLACING CONCRETE

A. Do not place concrete when base surface is wet.

B. Ensure reinforcement, inserts, embedded parts, formed joints are not disturbed during concrete placement.

C. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.

D. Place concrete to pattern indicated.

3.08 JOINTS

A. Align curb, gutter, and sidewalk joints.

B. Place 3/4 inch wide expansion joints at maximum of 20 foot intervals and to separate paving from vertical surfaces and other components and in pattern indicated.
   1. Form joints with joint filler extending from bottom of pavement to within 1/2 inch of finished surface.
   2. Secure to resist movement by wet concrete.

C. Provide sawn joints.
   1. At maximum 5 feet intervals on sidewalks and in pattern indicated.
   2. At pattern indicated on paved areas other than sidewalks.
   3. Between sidewalks and curbs.
   4. Between curbs and pavement.

D. Provide keyed joints as indicated.

E. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab.

3.09 FINISHING

A. Area Paving: Light broom, texture perpendicular to pavement direction.

B. Sidewalk Paving: Light broom, texture perpendicular to direction of travel with troweled and radiused edge 1/4 inch radius.

C. Curbs and Gutters: Light broom, texture parallel to pavement direction.

D. Inclined Ramps: Broomed perpendicular to slope.

3.10 JOINT SEALING

A. Place Joint Sealer after a minimum of 28 days or in accordance with manufacturer's instructions over all joints containing Joint Filler.

3.11 TOLERANCES

A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.

B. Maximum Variation From True Position: 1/4 inch.

3.12 FIELD QUALITY CONTROL

A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.
   1. Provide free access to concrete operations at project site and cooperate with appointed firm.
   2. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.

B. Compressive Strength Tests: ASTM C39/C39M; for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd or less of each class of concrete placed.
   1. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
   2. Perform one slump test for each set of test cylinders taken.

C. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

END OF SECTION

SECTION 321723.13
PAINTED PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Parking lot markings, including parking bays, crosswalks, arrows, handicapped symbols, and curb markings.

B. Roadway lane markings and crosswalk markings.

C. "No Parking" curb painting.

1.02 RELATED REQUIREMENTS

A. Section 321313 - Concrete Paving.

B. Section 321726 - Tactile Warning Surfacing: Plastic tactile and detectable warning tiles for pedestrian walking surfaces.

1.03 REFERENCE STANDARDS

A. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association.

B. MPI (GPS-1 and GPS-2) - Master Painters Institute Approved Products Standards; Master Painters and Decorators Association; current edition, www.paintinfo.com.

C. FHWA MUTCD - Manual on Uniform Traffic Control Devices.

1.04 SUBMITTALS

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

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

C. Certificates: Submit for each batch of paint stating compliance with specified requirements for meeting MPI GPS-1 and GPS-2.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver paint in containers of at least 5 gallons accompanied by batch certificate.

B. Store products in manufacturer's unopened packaging until ready for installation.

C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.06 FIELD CONDITIONS

A. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.01 MATERIALS

A. Line and Zone Marking Paint: MPI No. 97 Latex Traffic Marking Paint meeting requirements of MPI GPS-1 and GPS-2; color(s) as indicated.
   1. Roadway Markings: As required by authorities having jurisdiction or as indicated on drawings.
   2. Parking Lots: White or as indicated on drawings.
   3. Handicapped Symbols: Blue.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

B. Clean surfaces thoroughly prior to installation.
   1. Remove dust, dirt, and other granular surface deposits by sweeping, blowing with compressed air, rinsing with water, or a combination of these methods.
   2. Completely remove rubber deposits, existing paint markings, and other coatings adhering to the pavement, by scraping, wire brushing, sandblasting, mechanical abrasion, or approved chemicals.
   3. Sandblasting: Use equipment of size and capacity necessary, providing not less than 150 cfm of air at pressure not less than 90 psi at each nozzle used.

C. Where oil or grease are present, scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application; after cleaning, seal oil-soaked areas with cut shellac to prevent bleeding through the new paint.

D. Establish survey control points to determine locations and dimensions of markings; provide templates to control paint application by type and color at necessary intervals.

E. Temporary Pavement Markings: When required or directed by Architect, apply temporary markings of the color(s), width(s) and length(s) as indicated or directed.
   1. After temporary marking has served its purpose, remove temporary marking by carefully controlled sandblasting, approved grinding equipment, or other approved method so that surface to which the marking was applied will not be damaged.
   2. At Contractor's option, temporary marking tape may be used in lieu of temporary painted marking; remove unsatisfactory tape and replace with painted markings at no additional cost to Owner.

3.03 INSTALLATION

A. Begin pavement marking as soon as practicable after surface has been cleaned and dried.

B. Do not apply paint if temperature of surface to be painted or the atmosphere is less than 50 degrees F or more than 95 degrees F.

C. Apply in accordance with manufacturer's instructions using an experienced technician that is thoroughly familiar with equipment, materials, and marking layouts.

D. Comply with FHWA MUTCD manual (http://mutcd.fhwa.dot.gov) for details not shown.

E. Apply markings in locations determined by measurement from survey control points; preserve control points until after markings have been accepted.

F. Apply uniformly painted markings of color(s), lengths, and widths as indicated on drawings true, sharp edges and ends.
   1. Apply paint in one coat only.
   2. Wet Film Thickness: 0.015 inch, minimum.
   3. Length Tolerance: Plus or minus 3 inches.
   4. Width Tolerance: Plus or minus 1/8 inch.

G. Roadway Traffic Lanes: Use suitable mobile mechanical equipment that provides constant agitation of paint and travels at controlled speeds.
   1. Conduct operations in such a manner that necessary traffic can move without hindrance.
   2. Place warning signs at the beginning of the wet line, and at points well in advance of the marking equipment for alerting approaching traffic from both directions. Place small flags or other similarly effective small objects near freshly applied markings at frequent intervals to reduce crossing by traffic.

3. If paint does not dry within expected time, discontinue paint operations until cause of slow drying is determined and corrected.
4. Skip Markings: Synchronize one or more paint "guns" to automatically begin and cut off paint flow; make length of intervals as indicated.
5. Use hand application by pneumatic spray for application of paint in areas where a mobile paint applicator cannot be used.

H. Parking Lots: Apply parking space lines, entrance and exit arrows, painted curbs, and other markings indicated on drawings.
1. Mark the International Handicapped Symbol at indicated parking spaces.
2. Hand application by pneumatic spray is acceptable.

I. Symbols: Use a suitable template that will provide a pavement marking with true, sharp edges and ends, of the design and size indicated.

3.04 DRYING, PROTECTION, AND REPLACEMENT

A. Protect newly painted markings so that paint is not picked up by tires, smeared, or tracked.

B. Provide barricades, warning signs, and flags as necessary to prevent traffic crossing newly painted markings.

C. Allow paint to dry at least the minimum time specified by the applicable paint standard and not less than that recommended by the manufacturer.

D. Remove and replace markings that are applied at less than minimum material rates; deviate from true alignment; exceed length and width tolerances; or show light spots, smears, or other deficiencies or irregularities.

E. Remove markings in manner to avoid damage to the surface to which the marking was applied, using carefully controlled sand blasting, approved grinding equipment, or other approved method.

F. Replace removed markings at no additional cost to Owner.

END OF SECTION

SECTION 321723
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Painted pavement markings.

1.02 RELATED REQUIREMENTS

A. Section 321313 - Concrete Paving.

B. Section 321726 - Tactile Warning Surfacing.

1.03 REFERENCE STANDARDS

A. AASHTO M 237 - Standard Specification for Epoxy Resin Adhesives for Bonding Traffic Markers to Hardened Portland Cement and Asphalt Concrete.

B. AASHTO M 247 - Standard Specification for Glass Beads Used in Pavement Markings.

C. AASHTO M 249 - Standard Specification for White and Yellow Reflective Thermoplastic Striping Material (Solid Form).

D. AASHTO MP 24 - Standard Specification for Waterborne White and Yellow Traffic Paints.

E. FHWA MUTCD - Manual on Uniform Traffic Control Devices.

1.04 SUBMITTALS

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

B. Product Data: Manufacturer's data sheets on each product to be used.

C. Certificates: Submit for each batch stating compliance with specified requirements.
   1. Painted pavement markings.

D. Manufacturer's Instructions:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver paint in containers of at least 5 gallons accompanied by batch certificate.

B. Store products in manufacturer's unopened packaging until ready for installation.

C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.06 FIELD CONDITIONS

A. Do not install products under environmental conditions outside manufacturer's absolute limits.

PART 2 PRODUCTS

2.01 PAINTED PAVEMENT MARKINGS

A. Comply with FHWA MUTCD.

B. Painted Pavement Markings: As indicated on drawings.
   1. Marking Paint: In accordance with AASHTO MP 24.
      a. Parking Lots: White.
      b. Wheelchair Symbols: Provide blue and white.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify that pavement is dry and ready for installation.

B. Notify Architect of unsatisfactory conditions before proceeding.

3.02 PREPARATION

A. Clean surfaces prior to installation.
   1. Remove dust, dirt, and other debris.

B. Apply paint stencils by type and color at necessary intervals.

3.03 INSTALLATION

A. General:
   1. Position pavement markings as indicated on drawings.
   2. Field location adjustments require approval of Architect.

B. Painted Pavement Markings:
   1. Apply in accordance with manufacturer's instructions.
   2. Apply in accordance with FHWA MUTCD standards.
   3. Marking Paint: Apply uniformly, with sharp edges.
      a. Applications: One coat.
      b. Wet Film Thickness: 0.015 inch, minimum.
      c. Stencils: Lay flat against pavement, align with striping, remove after application.

END OF SECTION

SECTION 321726
TACTILE WARNING SURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Plastic tactile and detectable warning tiles for pedestrian walking surfaces.

1.02 RELATED REQUIREMENTS

A. Section 321313 - Concrete Paving: Concrete sidewalks.

B. Section 321723.13 - Painted Pavement Markings: Crosswalk and curb markings.

1.03 REFERENCE STANDARDS

A. 49 CFR 37 - Transportation Services for Individuals with Disabilities (ADA).

B. AASHTO LRFD - Bridge Design Specifications.

C. ADA Standards - 2010 ADA Standards for Accessible Design.

D. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus.

E. ASTM C501 - Standard Test Method for Relative Resistance to Wear of Unglazed Ceramic Tile by the Taber Abraser.

F. ASTM C903 - Standard Practice for Preparing Refractory Specimens by Cold Gunning.

G. ASTM D543 - Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents.

H. ASTM D570 - Standard Test Method for Water Absorption of Plastics.

I. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

J. ASTM D1308 - Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Coating Systems.

K. ASTM D2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.

L. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

M. ASTM G155 - Standard Practice for Operating Xenon Arc Lamp Apparatus for Exposure of Materials.

N. ATBCB PROWAG - Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way.

O. FED-STD-595C - Colors Used in Government Procurement (Fan Deck)..

1.04 SUBMITTALS

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

B. Product Data: Submit manufacturer's product data, standard details, details specific to this project; written installation and maintenance instructions.

C. Shop Drawings: Submit plan and detail drawings. Indicate:
   1. Locations on project site. Demonstrate compliance with referenced accessibility standards.
   2. Sizes and layout.
   3. Pattern spacing and orientation.
   4. Attachment and fastener details, if applicable

D. Warranty: Submit manufacturer warranty; complete forms in Owner's name and register with manufacturer.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than five years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver to project site in manufacturer's protective wrapping and in manufacturer's unopened packaging.

B. Store covered and elevated above grade and in manufacturer's unopened packaging until ready for installation. Maintain at ambient temperature between 40 and 90 degrees F.

1.07 WARRANTY

A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

B. Plastic Tiles: Provide manufacturer's standard five year warranty against manufacturing defects, breakage or deformation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Plastic Tactile and Detectable Warning Surface Tiles:
   1. Armor-Tile, a brand of Engineered Plastics, Inc: www.armortiletransit.com.
   2. Vanguard ADA Systems: www.vanguardonline.com.
   3. Substitutions: See Section 016000 - Product Requirements.

2.02 TACTILE AND DETECTABLE WARNING DEVICES

A. Plastic Tactile and Detectable Warning Tiles: ADA compliant, epoxy polymer composition with an ultra-violet coating employing aluminum oxide particles in the truncated domes, exterior grade, matte finish polyester sheet with truncated dome pattern, solid color throughout, internal reinforcing of sheet and of truncated domes, integral radius cut lines on back face of tile; with factory applied removable protective sheeting.
   1. Material Properties:
      a. Water Absorption: 0.20 percent, maximum, when tested in accordance with ASTM D570.
      b. Slip Resistance: 0.50 minimum dry static coefficient of friction, when tested in accordance with ASTM D2047.
      c. Flexural Strength: 25,000 pounds per square inch minimum, when tested in accordance with ASTM D790.
      d. Chemical Stain Resistance: No reaction to 1 percent hydrochloric acid, motor oil, calcium chloride, gum, soap solution, bleach, or antifreeze, when tested in accordance with ASTM D543.
      e. Chemical Stain Resistance: No reaction to 1 percent hydrochloric acid, motor oil, calcium chloride, gum, soap solution, bleach, or antifreeze, when tested in accordance with ASTM D1308.
      f. Abrasion Resistance: 300, minimum, when tested in accordance with ASTM C501.
      g. Flame Spread Index: 25, maximum, when tested in accordance with ASTM E84.
      h. Accelerated Weathering: Delta-E of less than 5.0 at 2,000 hours exposure, when tested in accordance with ASTM G155.
      i. Adhesion: No delamination of tile prior to board failure in a temperature range of 20 to 180 degrees F, when tested in accordance with ASTM C903.
      j. Loading: No damage when tested according to AASHTO LRFD test method HS20.
      k. Salt and Spray Performance: No deterioration or other defect after 200 hours of exposure, when tested in accordance with ASTM B117.
   2. Installation Method: cast in place and surface applied where indicated on drawings.
   3. Shape: As indicated on drawings.
   4. Dimensions: As required to meet the shapes indicated to produce the least amount of joints possible.

5. Pattern: Staggered pattern of truncated domes complying with ADA Standards.
6. Edge: Square.
7. Joint: Butt.
8. Color: FED-STD 595C, Table IV, Colonial Red No. 20109.

2.03 ACCESSORIES

A. Fasteners: Nylon sleeve, nylon pin expansion anchors ¼ inch diameter by 1-9/16 inch long provided by manufacturer.

B. Adhesive: Type recommended and approved by surfacing tile manufacturer.

C. Sealant: Elastomeric sealant of color to match adjacent surfaces; approved by surfacing tile manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

A. When installation location is near site boundary or property line, verify required location using property survey.

B. Verify that work area is ready to receive work:
   1. If existing conditions are not as required to properly complete the work of this section, notify Architect.
   2. Do not proceed with installation until deficiencies in existing conditions have been corrected.

C. Verify that dimensions, tolerances, and attachment methods for work in this section are properly coordinated with other work on site.

3.02 INSTALLATION, GENERAL

A. Install in accordance with manufacturer's written instructions.
   1. Do not install damaged, warped, bowed, dented, abraded, or otherwise defective units.
   2. Do not install when ambient or substrate temperature has been below 40 degrees F during the preceding 8 daylight hours.

B. Field Adjustment:
   1. Cut units to size and configuration shown on drawings.
   2. Do not cut tiles to less than 9 inches wide in any direction.
   3. Locate relative to curb line in compliance with ATBCB PROWAG, Sections 304 and 305.
   4. Orient so dome pattern is aligned with the direction of ramp.
   5. Align truncated dome pattern between adjacent units.

C. Install units fully seated to substrate, square to straight edges and flat to required slope.

D. Align units so that tops of adjacent units are flush and joints between units are uniform in width.

3.03 INSTALLATION, CAST IN PLACE PLASTIC TILES

A. Tamp and vibrate units as recommended by manufacturer.

B. Ensure no voids or air pockets exist between top surface of concrete and underside of units.

C. Place and position weights on units while concrete cures as recommended by manufacturer.

3.04 INSTALLATION, SURFACE APPLIED PLASTIC TILES

A. Verify substrate is clean and dry; free of voids, projections and loose material; remove dust, oil, grease, curing compounds, sealers and other substances that may interfere with adhesive bond or sealant adhesion.

B. Mechanically roughen surface as required to remove contaminants and prepare surface for adhesive and sealant application.

C. Drill fastener holes straight, true and to depth recommended by manufacturer.

D. Apply adhesive to back of unit as recommended by manufacturer.

E. Mechanically fasten to substrate in accordance with manufacturer's written instructions; avoid striking or damaging the unit itself during installation.

F. Apply sealant to edges in cove profile.

3.05 CLEANING PLASTIC UNITS

A. Remove protective plastic sheeting no sooner than 48 hours after installation.

B. Remove excess sealant or adhesive from joints and edges.

C. Clean four days prior to date of scheduled inspection.

3.06 PROTECTION

A. Protect installed units from traffic, subsequent construction operations or other imposed loads until concrete is fully cured.

B. Touch-up, repair or replace damaged products prior to Date of Substantial Completion.

END OF SECTION