Poettker Construction

PARKWAY SCHOOL DISTRICT

BARRETTS | CARMEN TRAILS ELEMENTARY BUILDING RENOVATIONS, SITE IMPROVEMENTS AND ABATEMENT

VOLUME ONE: CONTRACT AND GENERAL REQUIREMENTS

ISSUE FOR PERMIT/BID
PROJECT MANUAL
12 NOVEMBER 2026

PARKWAY SCHOOLS

BID NUMBER: 27-27

Owner's Project Number: PN212501B
Architect's Project Number: 26015

BA bond architects

3030 Locust Street
St. Louis, MO 63103
314.863.4994

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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 BRT I CMT BUILDING RENOVATIONS AND SITE IMPROVEMENTS

A. **PN012501B: Barretts Elementary | 1780 Carman Road, Manchester, MO 63021**

B. **PN212501B: Carman Trails Elementary | 555 Weidman Road S, Manchester, MO 63021**

1.02 BIDS WILL BE RECEIVED AT:

A. Parkway School District

B. District Operations Building

C. Operations Conference Room

D. 363 North Woods Mill Road

E. Chesterfield, Missouri 63017

1.03 BIDS WILL BE RECEIVED ON OR BEFORE:

A. Thursday, December 10, 2026, at 3:30 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A. Bids may not be withdrawn for at least sixty (60) days after the closing date for receipt of Bids.

B. Bids will be based on multiple Bid Packages. See Section 011010 for specific inclusion and responsibility.

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. Ben Betts
Project Manager
Parkway School District
363 North Woods Mill Road
Chesterfield, Missouri 63017
Telephone: (314) 415-8279
E-mail: bbetts@parkwayschools.net

1.07 THE ARCHITECT FOR THE PROJECT IS:

A. Bond Architects
3030 Locust Street
St. Louis, Missouri 63103
Tel: (314) 863-4994, Fax: (314) 863-4995

1.08 NOTE: BIDDERS SHALL DIRECT ALL QUESTIONS AND CLARIFICATIONS TO THE CONSTRUCTION MANAGER.

1.09 COPIES OF THE BIDDING DOCUMENTS MAY BE OBTAINED FROM 8:00 A.M. TO 5:00 P.M., MONDAY THROUGH FRIDAY COMMENCING ON THURSDAY, NOVEMBER 12, 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 # 27-27".

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

1.10 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

1.11 A RECOMMENDED ATTENDANCE PRE-BID CONFERENCE IS SCHEDULED FOR WEDNESDAY, NOVEMBER 19, 2026, AT 10:00 A.M. CST. MEET AT THE FRONT ENTRANCE TO BARRETTS ELEMENTARY SCHOOL FOLLOWED BY VISIT TO CARMAN TRAILS ELEMENTARY SCHOOL

A. Directions to the pre-bid conference may be obtained by contacting the Construction Manager.

1.12 A BID BOND WILL BE REQUIRED IN THE AMOUNT OF TEN PERCENT (10%) OF THE AMOUNT OF THE BIDDER'S BID.

A. The Bid Bond must accompany the Bid in order for the Bid to be accepted.

1.13 AN EXECUTED CONTRACTOR'S QUALIFICATION STATEMENT, AIA DOCUMENT A305 INCLUDING A QUARTERLY OR ANNUAL FINANCIAL STATEMENT NOT OVER 12 MONTHS OLD MUST BE DELIVERED UPON REQUEST BY OWNER.

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.

1.14 IT IS ANTICIPATED THAT THE SUCCESSFUL BIDDER WILL BE GIVEN NOTICE TO PROCEED ON JANUARY 14, 2027 WITH SUBSTANTIAL COMPLETION TO OCCUR ON OR BEFORE AUGUST 17, 2027.

A. The Bidder for each bid package will be allowed to order equipment, materials, and supplies as necessary upon entering into the Agreement Between Construction Manager and Contractor.

1.15 IT IS ANTICIPATED THAT THIS AGREEMENT WILL BE PRESENTED TO THE SUCCESSFUL BIDDER FOR SIGNATURE ON JANUARY 14, 2027.

1.16 PAYMENTS WILL BE MADE BY THE CONSTRUCTION MANAGER 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.

1.17 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.

1.18 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 002000
INSTRUCTION TO BIDDERS

PART 1 GENERAL

1.01 SUMMARY

A. Document Includes:
   1. Instructions to Bidders.
   2. Site examination.
   3. Bidding Schedule.

B. Related Documents:
   1. Document 000010 – Bid Solicitation.
   2. Document 004100 – Bid Form - Stipulated Sum
   3. Document 004300 – Procurement Form Supplements
   4. Document 007210 – General Conditions

1.02 INSTRUCTIONS TO BIDDERS

A. See AIA document A701-2018, INSTRUCTIONS TO BIDDERS is hereby made part of these bidding documents.

B. These Instructions to Bidders amend or supplement AIA Document A701-1997 - Instructions to Bidders and other provisions of Bidding Documents and Contract Documents.

C. To be considered all bids must in accordance with these Instructions to Bidders.

D. Those interested parties may obtain sets of Drawings and Specifications from the Architects/Engineer.

1.03 SITE EXAMINATION

A. Bidders shall carefully examine documents and construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining site and these documents.

B. Contact the Construction Manager at the following address and phone number to arrange a date and time to visit the Project Site:
   1. Address: 400 South Germantown Rd., Breese, IL 62230
   2. Telephone: 618-526-7213

1.04 THE SCHEDULE FOR BIDDING THIS PROJECT IS AS FOLLOWS

A. Plans Available
   1. November 12, 2026 @ 1200 PM CST

B. Pre-Bid Meeting
   1. November 19, 2026 @ 10 00 AM. CST
      a. Barretts Elementary | 1780 Carman Road, Manchester, MO 63021

C. Latest Time to Submit Request for Interpretation:
   1. December 3, 2026 @ 3 00 PM CST

D. Latest Time to Issue an Addendum
   1. December 8, 2026 @ 12 00 PM CST

E. Bid Opening
   1. December 10, 2026 @ 3 30 PM CST
   2. Parkway School District
      District Operations Building
      Operations Conference Room
      363 North Woods Mill Road
      Chesterfield, Missouri 63017

F. All requests for interpretations shall be in writing via e-mail and addressed to the Construction Manager and must be received by the date and time identified in Article 1.4 of this section in order to be given consideration. All questions must be submitted/titled as “Request for Clarification Pre-Bid Question and Comment Form” or e-mailed using the name and “Request for Clarification Pre-Bid Question” in the subject line of the e-mail. The form is included at the end of this section. Questions not submitted in accordance with this form and specified time frame will not be accepted. Any and all interpretations and supplemental instructions will be made by addendum to the Drawings and Specifications and forwarded to all bidders on plan room distribution lists via email. All responses will also be posted to plan rooms listed in section 000010 – Bid Solicitation. All responses by the Construction Manager must be in writing to be binding. Any response general in nature or affecting these Instructions to Bidders shall be sent via addendum as previously described. All bidders are required to return the signature page of the addendum signed to the Construction Manager within 24 hours after receipt. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from an obligation under the bid as submitted. All addenda so issued shall become part of the Contract Documents. No addendum will be issued later than the date and time identified in Article 1.4 of this section except one withdrawing the request for Bids or one postponing date for receiving Bids. Oral interpretations, changes or corrections will not be binding and Bidders shall not rely upon such interpretations, changes and corrections. Each Bidder shall ascertain prior to submitting Bid that all addenda issued have been received and shall acknowledge receipt in Bid.

1. Questions shall be directed to:
    a. Ben Evelsizer
    b. bevelsizer@poettkerconstruction.com

G. Materials products and equipment described in Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Each such request shall include name of material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of proposed substitute is upon the proposer. Architect's decision of approval or disapproval of a proposed substitution shall be final. If the Architect approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner. No substitutions will be considered after the contract award unless specifically provided in the Contract Documents.

H. Bids shall be made on unaltered Bid Forms furnished by the Construction Manager. Fill in all blank spaces and submit one (1) copies. Bids shall be signed with name typed below signature. Where bidder is a corporation, bids must be signed with legal name of corporation followed by name of state of incorporation and legal signature of an officer authorized to bind the corporation to a contract.

I. Each bidder submitting a bid shall submit on form provided a list of any subcontractors and major suppliers proposed to use with the bid. Failure to do so could disqualify the bid.

J. Each bidder shall designate on the attached bid form one person who shall serve as the bidder’s contact person for all matters pertaining to the bid. In absence of such designation, the person who signs the bid shall be deemed the bidder contact.

K. Each bid shall be accompanied by bid bond made payable to the Owner, in the amount of ten percent (10%) of the bid sum. Security shall be either certified check, cashier's check, bank money order or bid bond issued by surety licensed to conduct business in the State of Illinois. Successful bidder's security will be retained until he has signed the contract and furnished required payment and performance bonds. Owner reserves the right to retain security of the next two (2) lowest bidders until the lowest bidder enters into contract or until sixty (60) days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable. If any bidder refuses to enter into a contract, Owner will retain bid security as liquidated damages, but not as a penalty.

L. All costs associated with the preparation and submission of a bid is the sole responsibility of the bidder. These costs shall not be chargeable to the Owner by any successful or unsuccessful bidder. All bids become the property of the Owner and shall not be returned except in the case of a late submission.

M. Simultaneously, with delivery of the executed contract, the successful bidder, at its own expense, shall furnish surety in the form of a performance bond and a labor and material payment bond in the amount of One Hundred Percent (100%) of the contract amount. Surety for such bonds shall be a company duly authorized and licensed in the State of Missouri and acceptable to the Owner. The Attorney-In-Fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

N. All copies of the bid and any other documents required to be submitted with bid shall be enclosed in a sealed opaque envelope. Envelope shall be identified with "27-27"- Bid Package # (Number as required)", bidder's name and address. Mailed bid envelopes shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. Oral, telephonic or telegraphic bids are invalid and will not receive consideration. Bids shall be deposited at the location designated in the Bid Solicitation prior to time and date designated for opening, or any extension thereof made by addendum. Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids. Bids received after time and date for receipt of bids will be returned unopened.

O. A bid may not be modified, withdrawn or canceled during the Sixty (60) Days immediately following bid opening, and each bidder so agrees in submitting his Bid. Any bidder may withdraw, cancel or modify its bid, at any time prior to scheduled time for opening of bids, by letter or telegram actually received by Owner prior to bid time, or, with proper identification, by personally securing bid submitted; if by telegram, written confirmation over signature of bidder shall be mailed and postmarked on or before date and time of bid opening. Withdrawn bids may be resubmitted up to bid opening time provided that they are in full compliance with these Instructions to Bidders.

P. Protests
   1. Any bidder who submitted a bid and believes the bid was improperly rejected or that the bid selected by the Owner is not in the best interest of the Owner may submit a written notice of intent to protest the bid to the Owner within two (2) days. The Owner shall consider all protests before execution of a contract. Each protest must specify the reasons supporting the protest. The Owner may require that additional information be provided. Failure to supply such required information shall be cause for dismissal of the protest.
   2. The Owner shall immediately investigate the allegations against the Owners actions and shall issue a written response to the protest.
   3. This provision allowing for the submission of protest shall not confer any right on any bidder but is intended solely to assist the Owner in determining the best responsible bid.

Q. Any complaint or protest of the bidding procedure must be filed by the bidder to the Owner. Within 2 days of bid opening the bidder shall notify the Owner in writing of his intent to protest bidding. The bidder shall perfect this notice of intent within 3 days.

R. Whenever in its opinion it is in the best interest of the Owner, the Owner reserves the right to accept any bid, reject any or all bids, waive technical deficiencies and irregularities, allow bidder to remedy technical deficiencies or irregularities within a stated time, rescind any notice of award if the owner determines the notice of award was issued in error, rebid any contract, disqualify bids and bidders, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon part of bidder, lack of responsibility as evidenced by poor workmanship and progress of past work, incomplete work which, in judgment of Owner, might hinder or prevent prompt completion of additional work if awarded, for being in arrears on existing contracts, in litigation with the Owner, or having defaulted on a previous contract.

S. Bidder's attention is directed to the fact that all Federal and Missouri State Laws, municipal ordinances and regulations of any and all authority having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

T. Owner is exempt from payment of Federal & Missouri Department of Revenue's Use and Sales Tax on material entering permanently into structure. Retail sales tax shall not be included in the bid amount. Tax identification number(s) will be provided in conjunction with execution of the Agreement.

U. Bids will be opened as announced in Bid Solicitation.

V. Owner reserves the right to reject any or all bids or any part thereof, to waive any informalities in bidding and to accept bids deemed most favorable to the Owner.

W. Notwithstanding any delay in preparation and execution of the formal Contract Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work on dates stipulated in such notice.

X. Any work in providing or preparing to provide the services specified herein that is commenced by the successful bidder prior to execution of a written contract agreement shall be at the bidder's expense.

Y. Accepted bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within two (2) days following its presentation shall execute same and return it to Owner.

Z. Contract Time: Work performed under this Contract shall be commenced on the date stipulated in written Notice to Proceed and, subject to authorized adjustments; all work at the site shall be Substantially Complete no later than the date identified on the milestone schedule.

AA. The Owner requires background screening to be completed on all contractor/subcontractor employees. All employees must have documentation that a background screening has been completed on them prior to working on any district projects. The background screening is to be conducted by a firm approved to conduct background checks in the State of Missouri. Each employee must complete, sign, and date the Consent and Waiver Release form. These forms will be submitted and the applicant cleared before the applicant may work on any part of the school grounds. The Contractor is responsible for submitting the forms to a firm approved to conduct background checks in the State of Missouri, and for any costs involved in the screening. All information received as a result of a background check will be strictly confidential. A notice of automatic disqualification will be sent to the hiring or using entity. After the screenings, the Contractor is also responsible for sending the Construction Manager copies of approved background checks for their records.

BB. Combination bids will be accepted. If providing a combination bid, bidder must ALSO submit a bid for each respective individual bid package that is included with the combination bid. Individual bids and combination bids shall be on the same bid form. Bidders must be able to self -perform a minimum of 15% of each individual bid package unless noted otherwise.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

AIA® Document A701® – 2018

Instructions to Bidders

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

PN212501B – Carman Trails Elementary School – Building Renovations and Site Improvements
PN012501B – Barretts Elementary School – Building Renovations and Site Improvements

Carman Trails Elementary School
555 Weidman Road
Manchester, Missouri 63021

Barretts Elementary School
1780 Carman Road
Manchester, Missouri 63021

Bid No. 27-27

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

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

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.)

§ 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

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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.

§ 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.

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(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 ***two*** 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.

§ 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.

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§ 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.

§ 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.

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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.

§ 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.)

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§ 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**

.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:

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(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 003100
AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:

B. Geotechnical Report: Entitled Parkway School District, dated December 1, 2026 is attached following this document.
   1. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
   2. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in Contract Documents.
   3. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Sum accruing to Owner.

C. Asbestos Management Plans: Available for interiors of facilities only.
   1. Original copy is available for inspection at Owner's offices during normal business hours.
   2. Asbestos containing material location drawings excerpted from the asbestos management plans are attached following this document.
   3. All asbestos abatement required to accomplish the Work shall be performed by the Owner's asbestos abatement contractor.

D. Lead Management Plans: Available for interiors and exteriors of facilities.
   1. Original copy is available for inspection at Owner's offices during normal business hours.
   2. Lead containing material location drawings excerpted from the leadmanagement plans are attached following this document.
   3. All lead abatement required to accomplish the Work shall be performed by the Owner's lead abatement contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

BASEMENT LEVEL DRAWINGS

A2-00 = Asbestos - Thermal Systems Insulation
F1-00 = Asbestos - Functional Spaces

ROOF LEVEL DRAWINGS

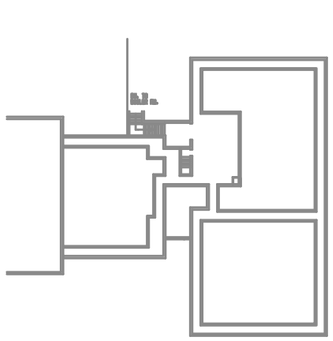
B2-ROOF = Asbestos - Bulk Sample Locations

FIRST LEVEL DRAWINGS

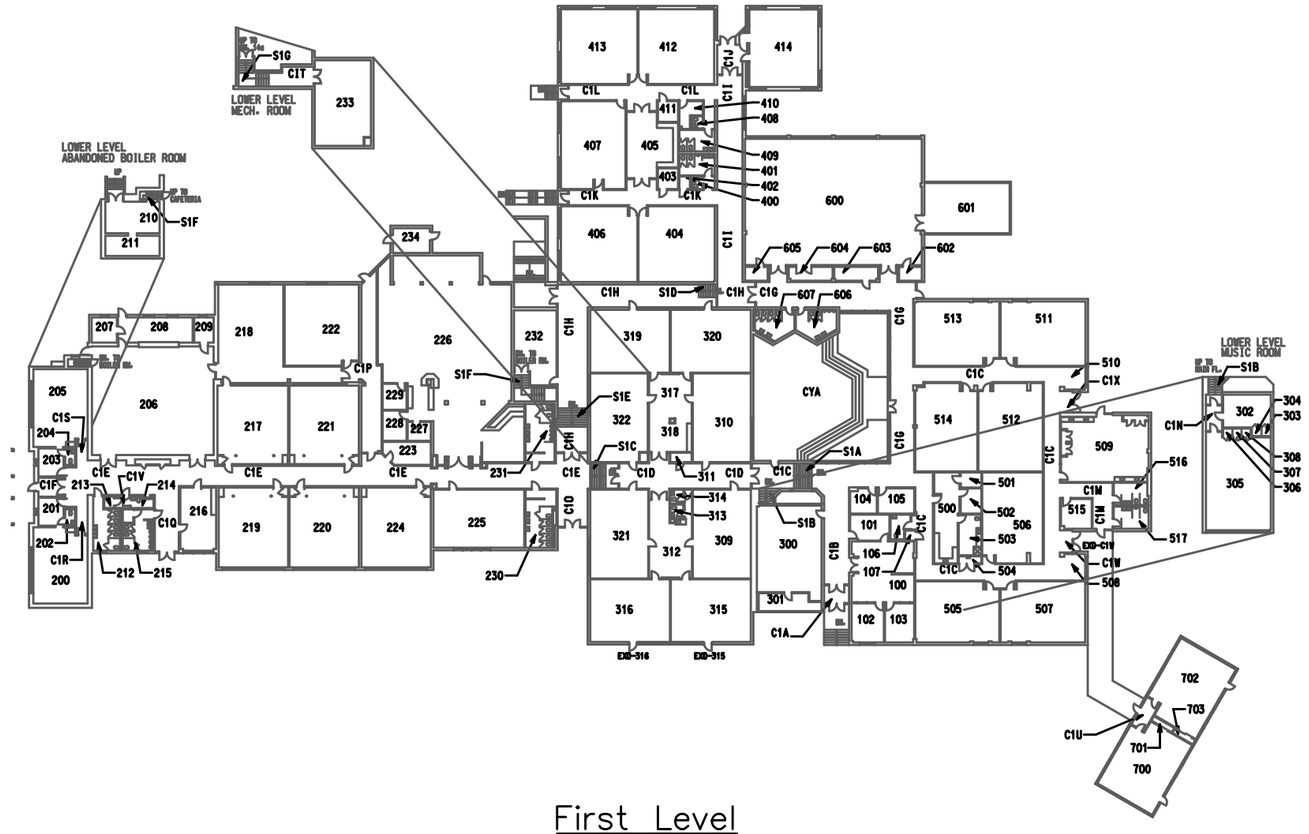
A2-01 = Asbestos - Thermal Systems Insulation
A3-01 = Asbestos - Misc. Material - Flooring
A4-01 = Asbestos - Misc. Material - Other
A6-01 = Asbestos - Misc. Material - Vermiculite
A8-01 = Asbestos - Misc. Material - Caulk
B1-01 = Asbestos - Bulk Sample Locations
B1.1-01 = Asbestos - Bulk Sample Locations
B1.2-01 = Asbestos - Bulk Sample Locations
B1.3-01 = Asbestos - Bulk Sample Locations
B1.4-01 = Asbestos - Bulk Sample Locations
B1.5-01 = Asbestos - Bulk Sample Locations

FIRST LEVEL DRAWINGS

F1-01 = Asbestos - Functional Spaces
L1-01 = Lead Based Paint (LBP) Locations
L2-01 = Lead Based Paint (LBP) Locations
L3-01 = Lead Based Paint (LBP) Locations



Basement Level



First Level

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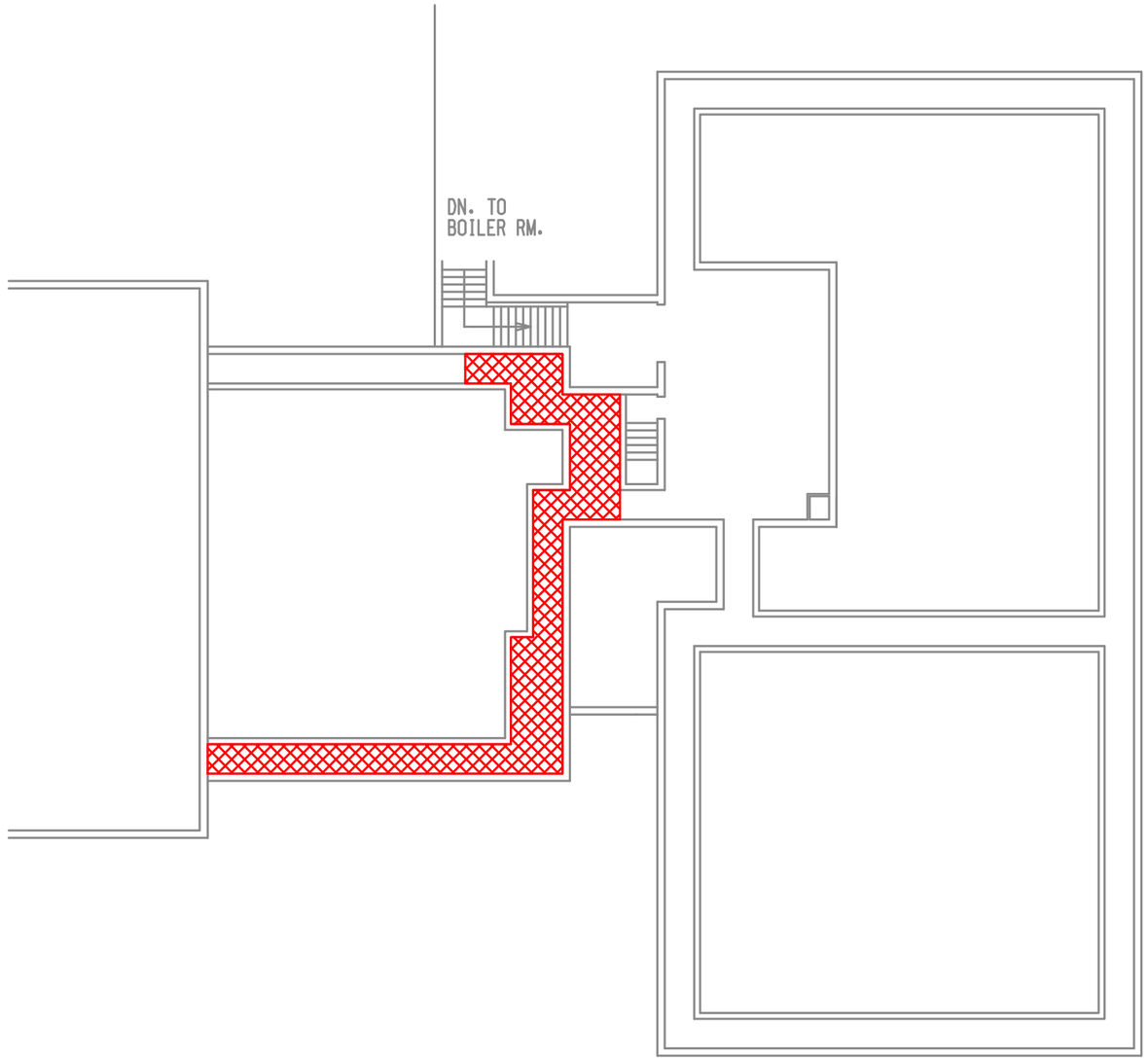
TITLE:
HAZARDOUS MATERIALS DRAWINGS
BARRETTS ELEMENTARY – BASEMENT AND FIRST LEVELS
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:	PARKWAY PROJ. # 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
ASSEMBLED: 08-10-23	REV: 1	HMD–1.0



LEGEND

APPROXIMATE LOCATION OF TSI PIPE AND PIPE FITTING INSULATION HOMOGENEOUS MATERIALS #3, #4, #11, #12, #13, #14, #15, #16 & #30

NOTES: 1. Locations of ACM material are approximate.

0 20
FEET

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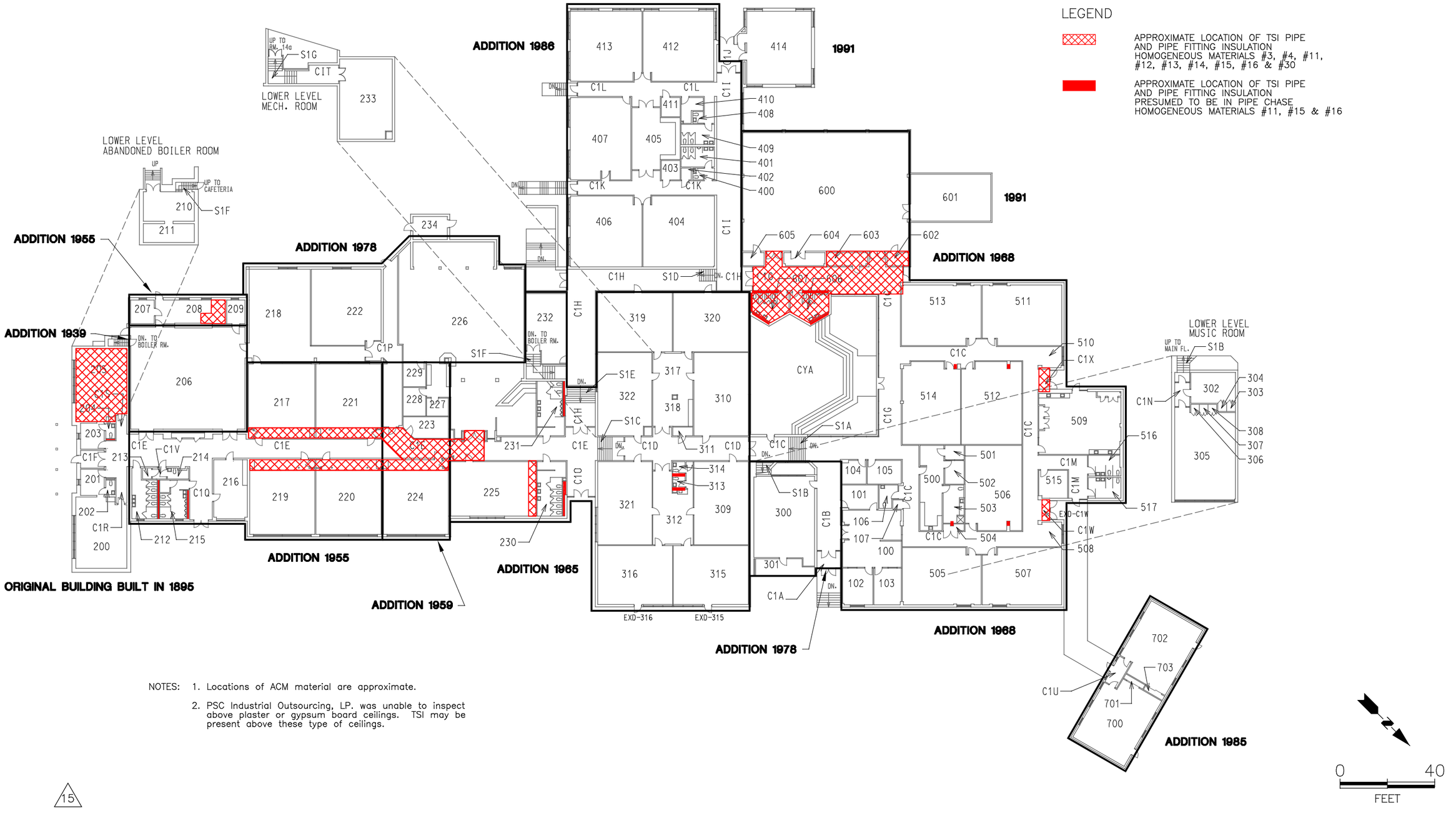
TITLE:
ASBESTOS – THERMAL SYSTEM INSULATION
BARRETTS ELEMENTARY – BASEMENT LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	A2–00
DATE: 12–08–21	REV: 7	



NOTES:
1. Locations of ACM material are approximate.
2. PSC Industrial Outsourcing, LP. was unable to inspect above plaster or gypsum board ceilings. TSI may be present above these type of ceilings.

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TITLE:
ASBESTOS – THERMAL SYSTEM INSULATION
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

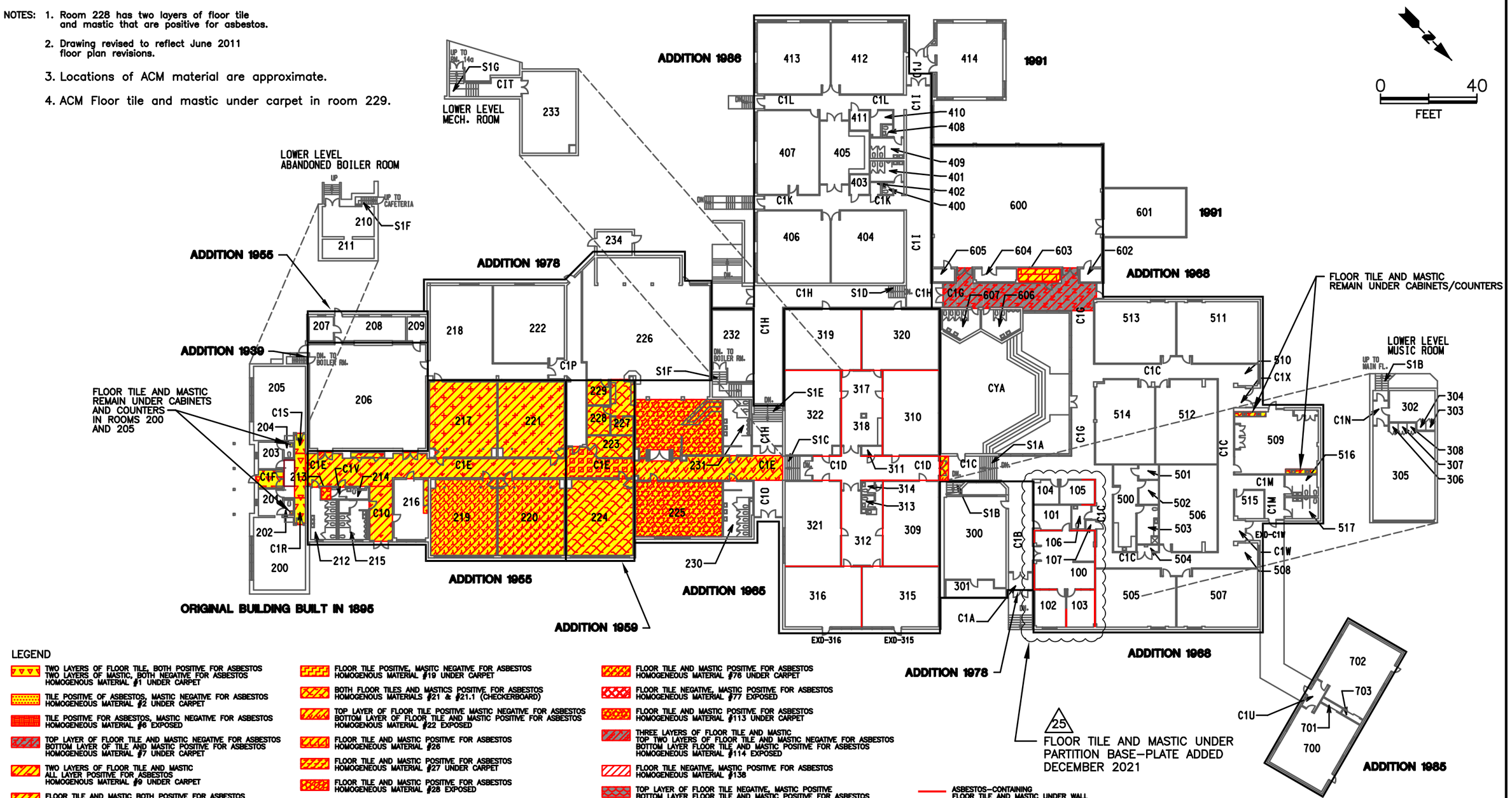
PARKWAY SCHOOLS

DWN: TDA	DES: MCD
CHKD: MCD	APPD: MCD
DATE: 12–08–21	REV: 15

PROJECT NO: 00291604
PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.

A2–01

NOTES:
1. Room 228 has two layers of floor tile and mastic that are positive for asbestos.
2. Drawing revised to reflect June 2011 floor plan revisions.
3. Locations of ACM material are approximate.
4. ACM Floor tile and mastic under carpet in room 229.



LEGEND

- TWO LAYERS OF FLOOR TILE, BOTH POSITIVE FOR ASBESTOS TWO LAYERS OF MASTIC, BOTH NEGATIVE FOR ASBESTOS HOMOGENOUS MATERIAL #1 UNDER CARPET
- TILE POSITIVE OF ASBESTOS, MASTIC NEGATIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #2 UNDER CARPET
- TILE POSITIVE FOR ASBESTOS, MASTIC NEGATIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #6 EXPOSED
- TOP LAYER OF FLOOR TILE AND MASTIC NEGATIVE FOR ASBESTOS BOTTOM LAYER OF TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #7 UNDER CARPET
- TWO LAYERS OF FLOOR TILE AND MASTIC ALL LAYER POSITIVE FOR ASBESTOS HOMOGENOUS MATERIAL #9 UNDER CARPET
- FLOOR TILE AND MASTIC BOTH POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #17 UNDER CARPET
- TOP LAYER FLOOR TILE POSITIVE, MASTIC NEGATIVE FOR ASBESTOS BOTTOM LAYER OF FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #18
- FLOOR TILE POSITIVE, MASITC NEGATIVE FOR ASBESTOS HOMOGENOUS MATERIAL #19 UNDER CARPET
- BOTH FLOOR TILES AND MASTICS POSITIVE FOR ASBESTOS HOMOGENOUS MATERIALS #21 & #21.1 (CHECKERBOARD)
- TOP LAYER OF FLOOR TILE POSITIVE MASTIC NEGATIVE FOR ASBESTOS BOTTOM LAYER OF FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENOUS MATERIAL #22 EXPOSED
- FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #26
- FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #27 UNDER CARPET
- FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #28 EXPOSED
- FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #29 EXPOSED
- FLOOR TILE NEGATIVE, MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #61 EXPOSED
- FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #76 UNDER CARPET
- FLOOR TILE NEGATIVE, MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #77 EXPOSED
- FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #113 UNDER CARPET
- THREE LAYERS OF FLOOR TILE AND MASTIC TOP TWO LAYERS OF FLOOR TILE AND MASTIC NEGATIVE FOR ASBESTOS BOTTOM LAYER FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #114 EXPOSED
- FLOOR TILE NEGATIVE, MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #138
- TOP LAYER OF FLOOR TILE NEGATIVE, MASTIC POSITIVE BOTTOM LAYER FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #139
- TOP LAYER OF FLOOR TILE NEGATIVE, MASTIC POSITIVE FOR ASBESTOS BOTTOM LAYER FLOOR TILE AND MASTIC POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #148 UNDER CARPET
- ASBESTOS-CONTAINING FLOOR TILE AND MASTIC UNDER WALL
- TOP LAYER OF TILE AND MASTIC POSITIVE FOR ASBESTOS, BOTTOM LAYER OF TILE AND MASTIC NEGATIVE FOR ASBESTOS – HOMOGENOUS MATERIAL #203

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Tel (314) 432-8073 Fax (314) 432-5119

TITLE:

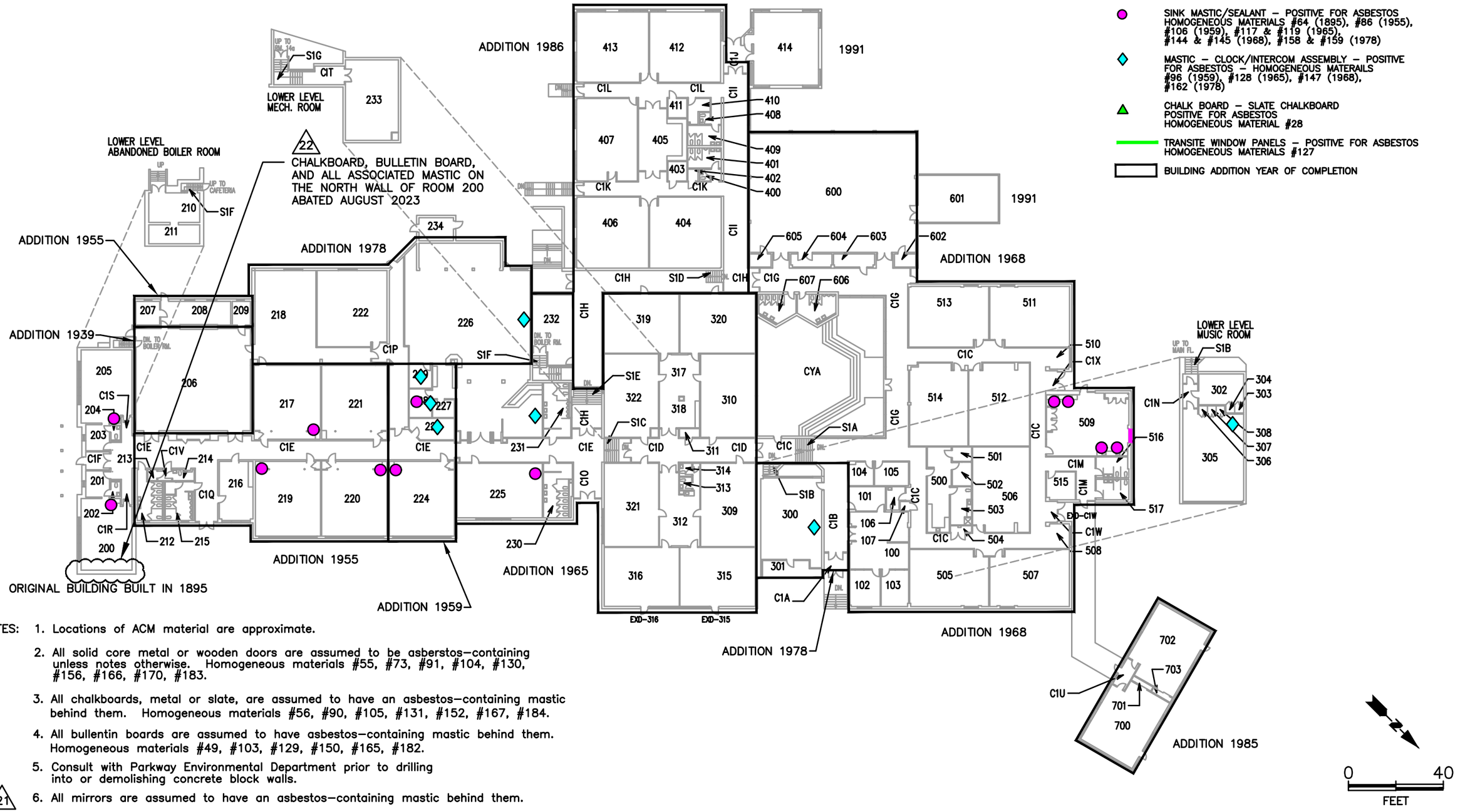
ASBESTOS – MISCELLANEOUS MATERIAL – FLOORING
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN: TDA	DES: MCD
CHKD: MCD	APPD: MCD
DATE: 12-08-21	REV: 25

PROJECT NO: 00291604
PARKWAY SCHOOL DIST.
ST.LOUIS COUNTY, MO.

A3-01



NOTES:

1. Locations of ACM material are approximate.
2. All solid core metal or wooden doors are assumed to be asberstos–containing unless notes otherwise. Homogeneous materials #55, #73, #91, #104, #130, #156, #166, #170, #183.
3. All chalkboards, metal or slate, are assumed to have an asbestos–containing mastic behind them. Homogeneous materials #56, #90, #105, #131, #152, #167, #184.
4. All bullentin boards are assumed to have asbestos–containing mastic behind them. Homogeneous materials #49, #103, #129, #150, #165, #182.
5. Consult with Parkway Environmental Department prior to drilling into or demolishing concrete block walls.

21 6. All mirrors are assumed to have an asbestos–containing mastic behind them.

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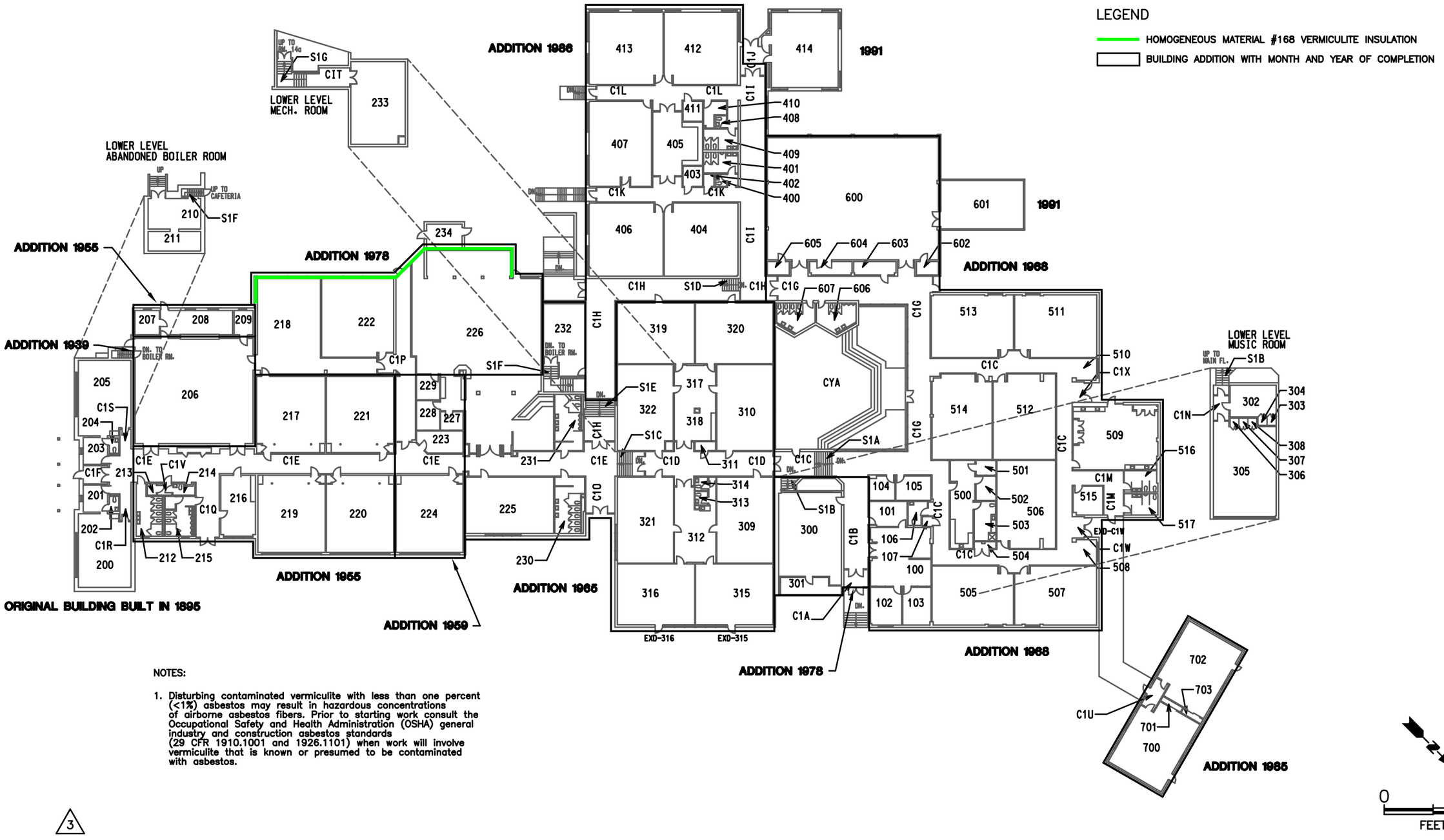
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – MISCELLANEOUS MATERIAL – OTHER
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 08–23–23	REV: 22	A4–01



NOTES:

1. Disturbing contaminated vermiculite with less than one percent (<1%) asbestos may result in hazardous concentrations of airborne asbestos fibers. Prior to starting work consult the Occupational Safety and Health Administration (OSHA) general industry and construction asbestos standards (29 CFR 1910.1001 and 1926.1101) when work will involve vermiculite that is known or presumed to be contaminated with asbestos.

3

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Information To Build On
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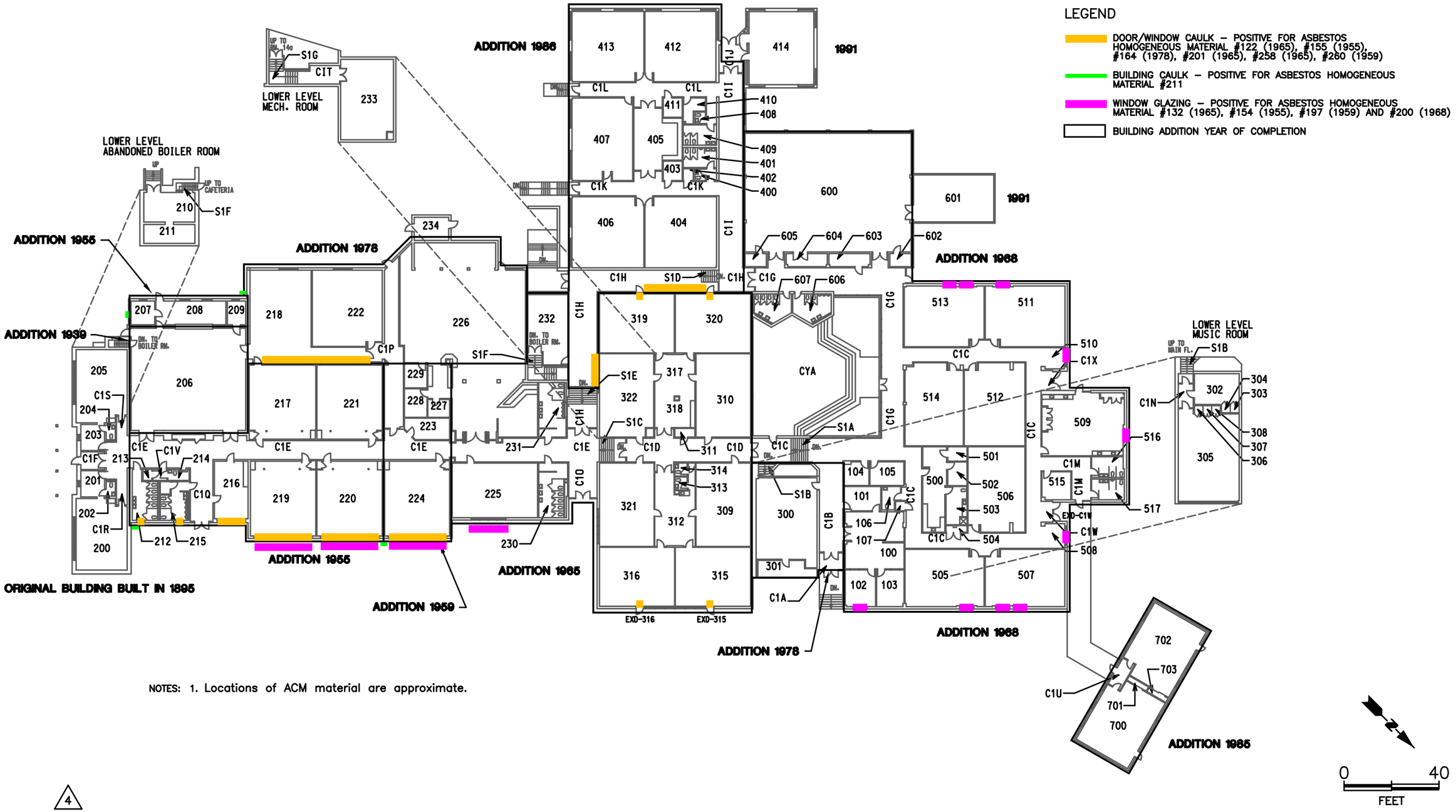
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – MISCELLANEOUS MATERIAL – VERMICULITE
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 12–08–21	REV: 3	A6–01



NOTES: 1. Locations of ACM material are approximate.

4

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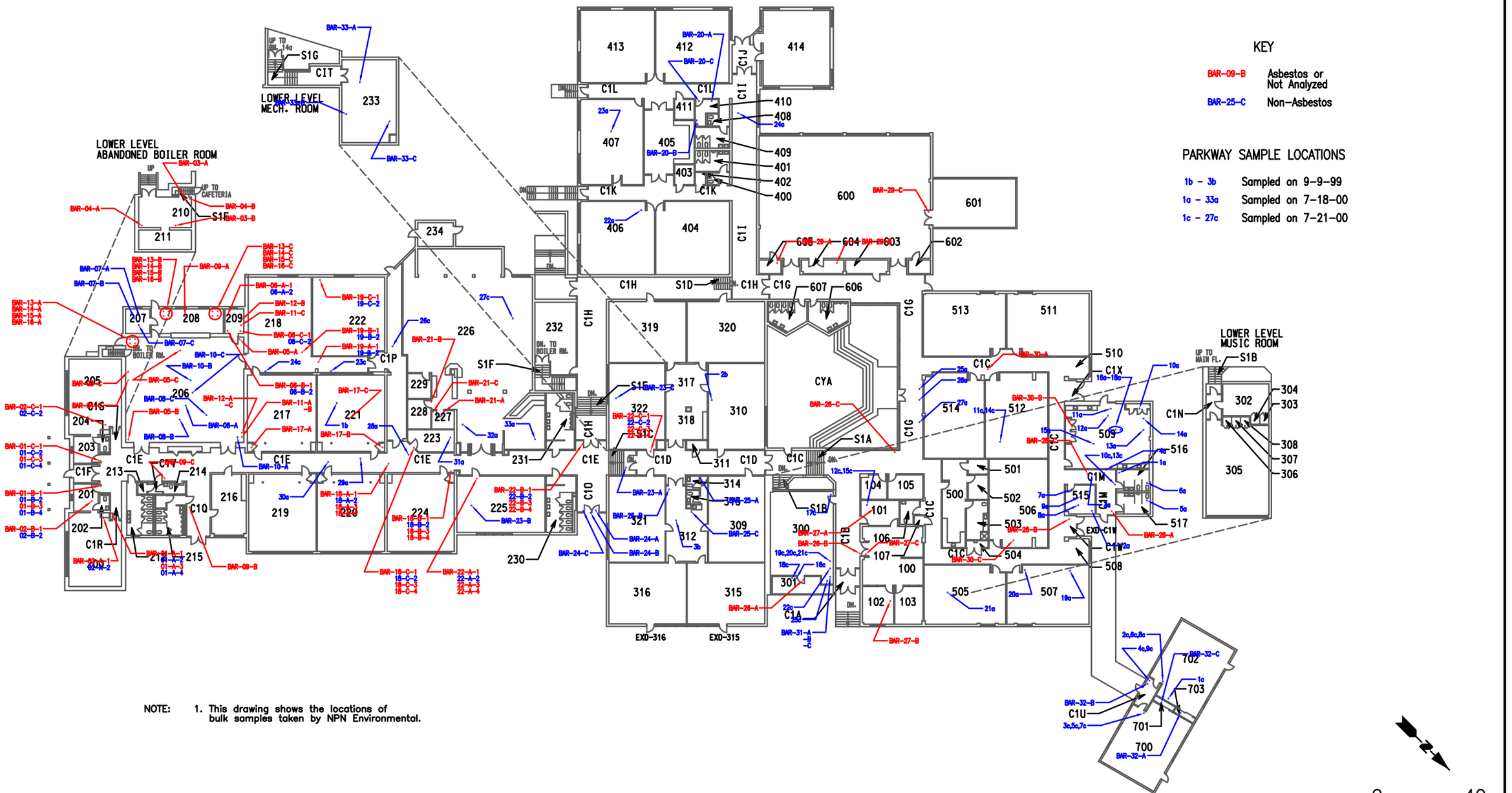
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – MISCELLANEOUS MATERIAL – CAULK
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 12–08–21	REV: 4	A8–01



NOTE: 1. This drawing shows the locations of bulk samples taken by NPN Environmental.

3

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Tel (314) 432-8073 Fax (314) 432-5119

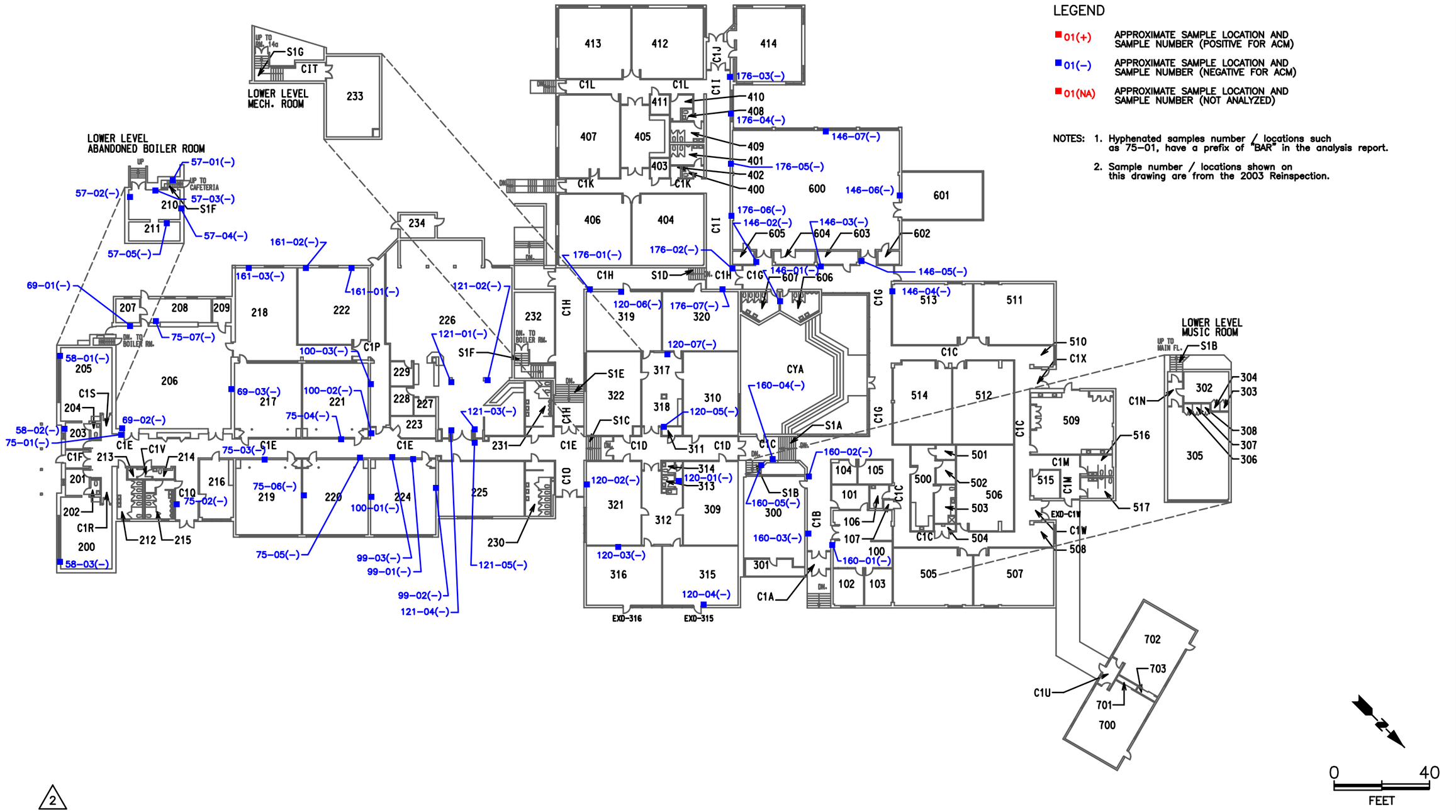
TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:
TDA	MCD
CHKD:	APPD:
MCD	MCD
DATE:	REV:
12-08-21	3

PROJECT NO: 00291604
PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.

B1-01



intertek psi Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

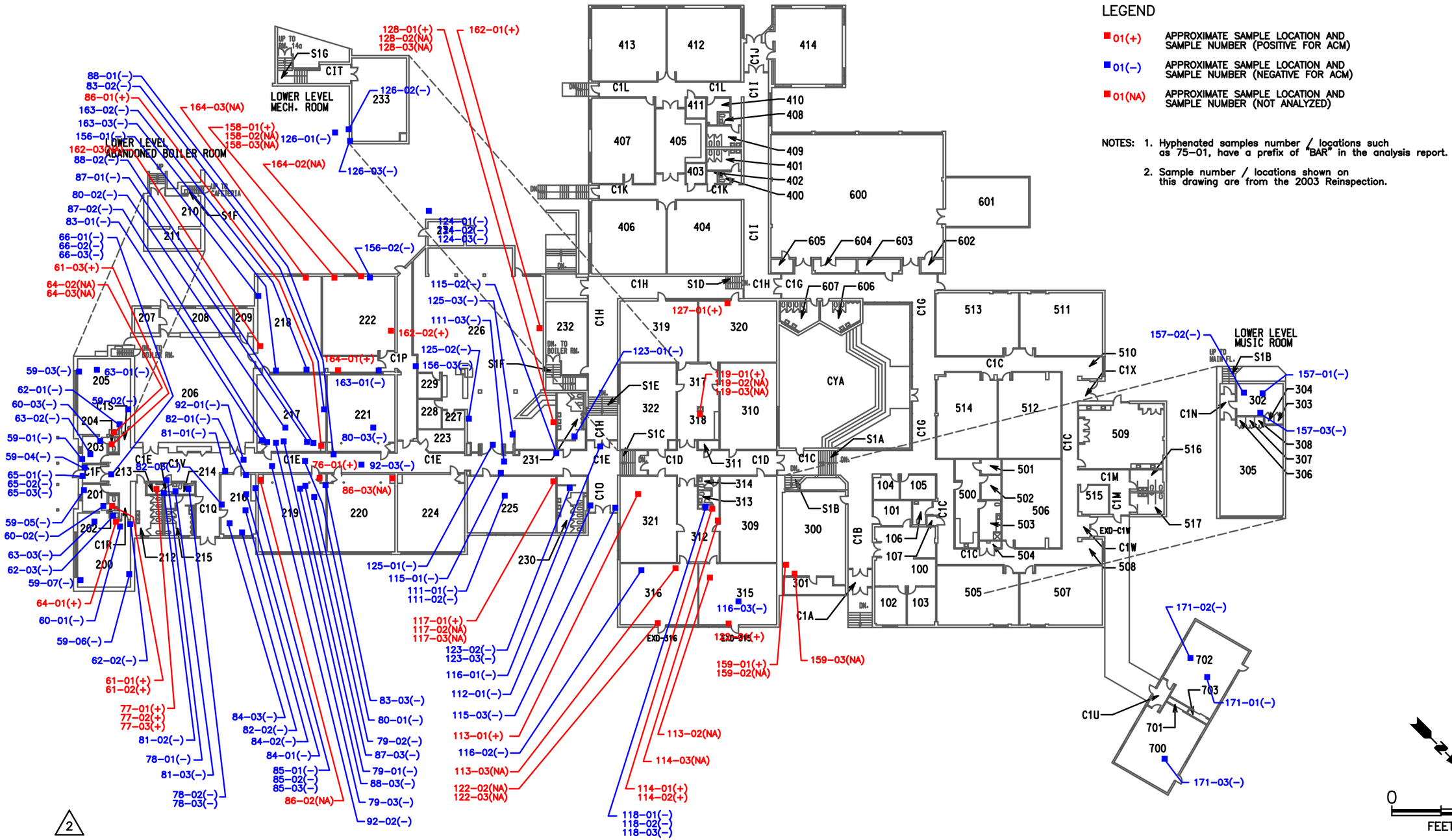
TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:
TDA	MCD
CHKD:	APPD:
MCD	MCD
DATE:	REV:
12–08–21	2

PROJECT NO: 00291604
PARKWAY SCHOOL DIST.
ST.LOUIS COUNTY, MO.

B1.1–01



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Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:

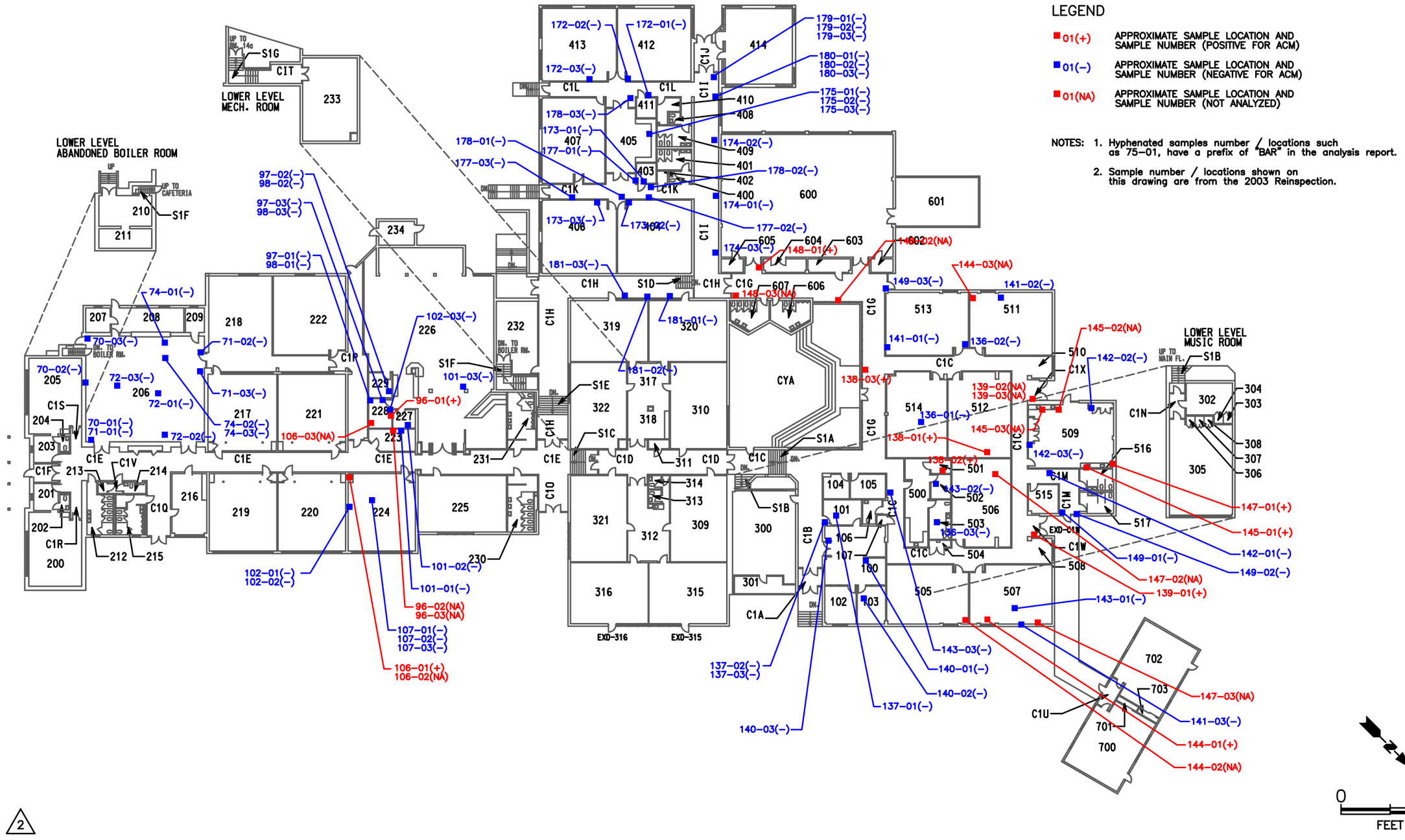
ASBESTOS – BULK SAMPLE LOCATIONS
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:
TDA	MCD
CHKD:	APPD:
MCD	MCD
DATE:	REV:
12–08–21	2

PROJECT NO: 00291604
PARKWAY SCHOOL DIST.
ST.LOUIS COUNTY, MO.

B1.2–01



2

intertek psi *Information To Build On*
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

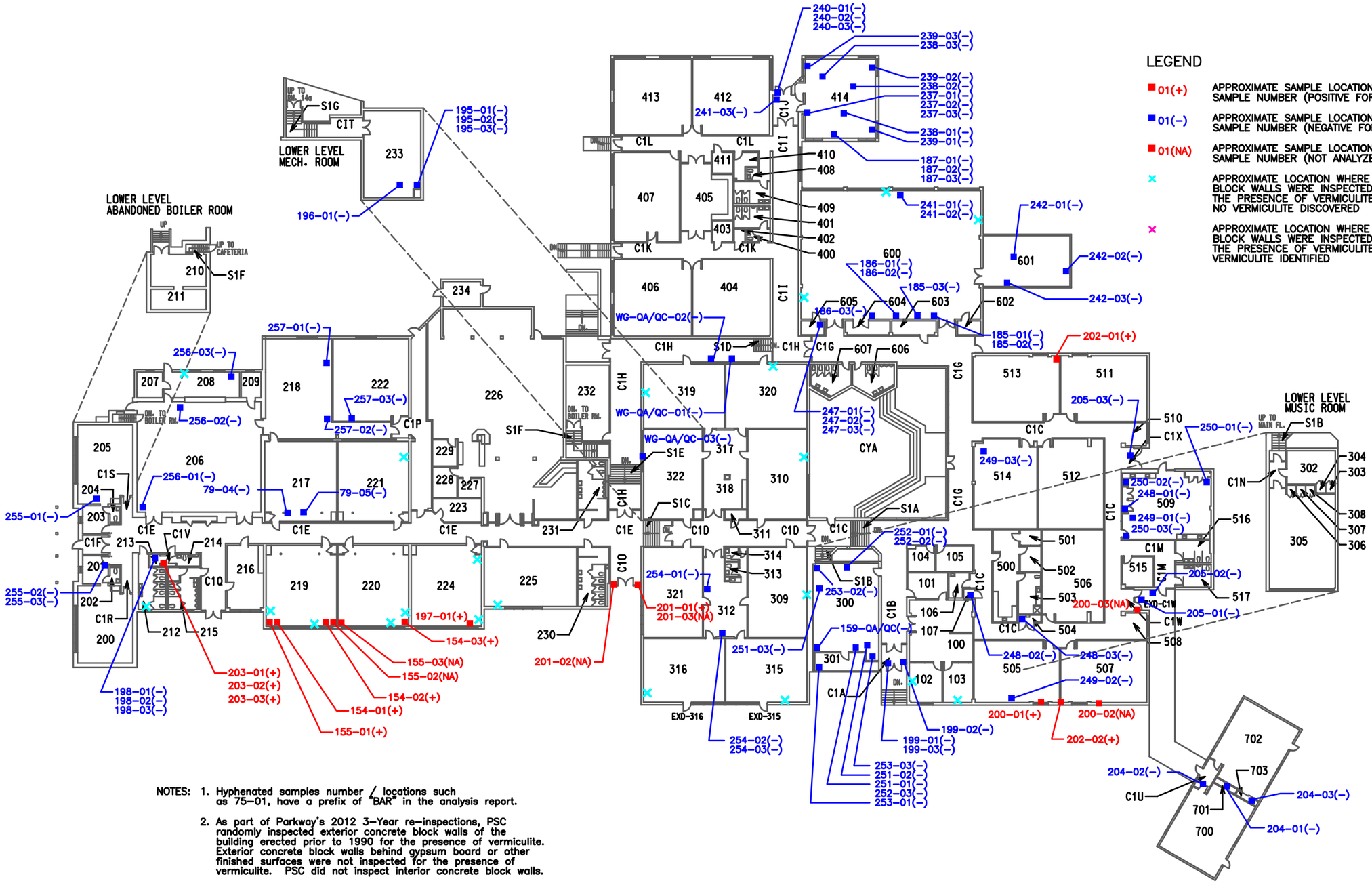
TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:
TDA	MCD
CHKD:	APPD:
MCD	MCD
DATE:	REV:
12–08–21	2

PROJECT NO: 00291604
PARKWAY SCHOOL DIST.
ST.LOUIS COUNTY, MO.

B1.3–01



NOTES:
1. Hyphenated samples number / locations such as 75–01, have a prefix of "BAR" in the analysis report.
2. As part of Parkway's 2012 3–Year re–inspections, PSC randomly inspected exterior concrete block walls of the building erected prior to 1990 for the presence of vermiculite. Exterior concrete block walls behind gypsum board or other finished surfaces were not inspected for the presence of vermiculite. PSC did not inspect interior concrete block walls.

9

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Tel (314) 432-8073 Fax (314) 432-5119

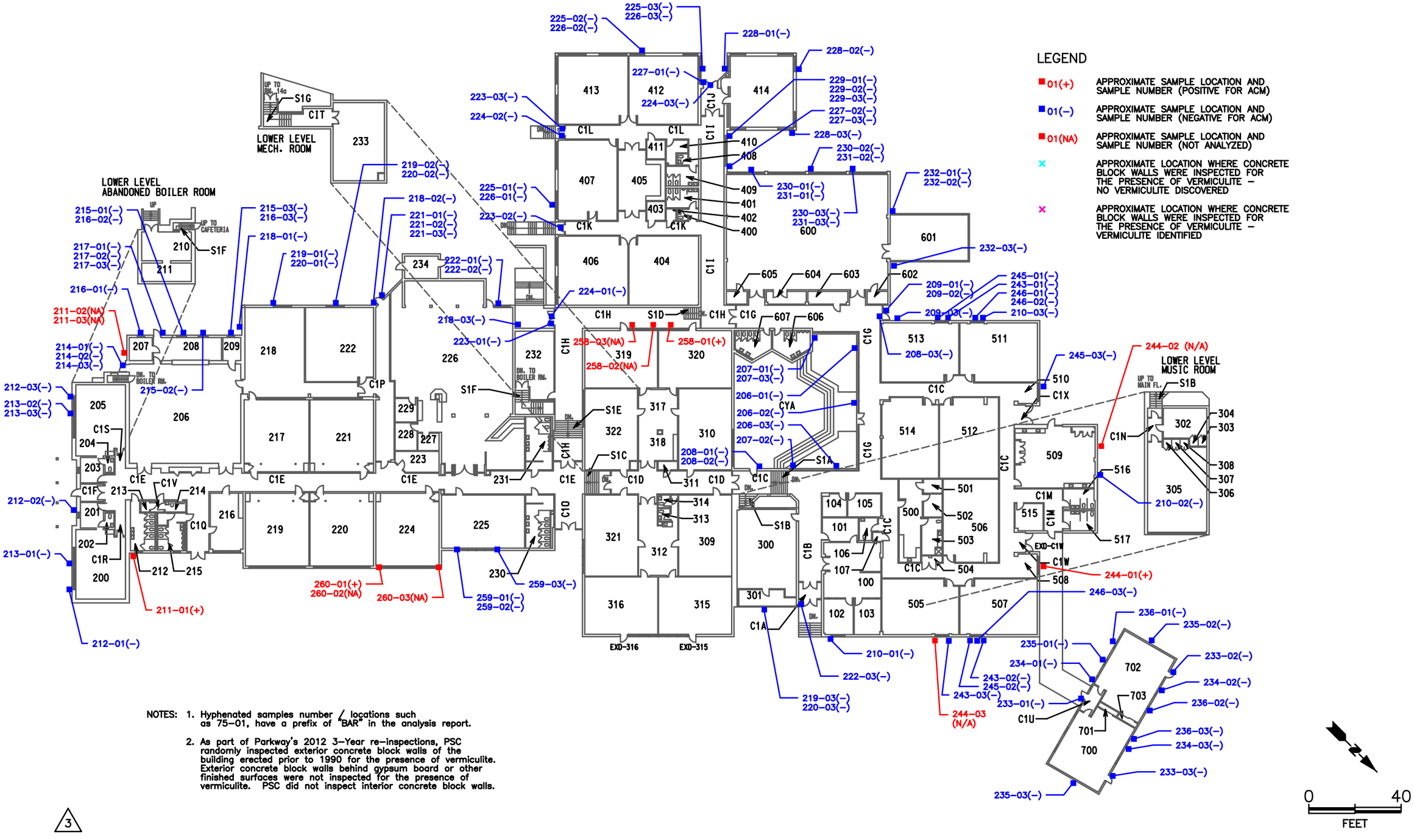
TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:
TDA	MCD
CHKD:	APPD:
MCD	MCD
DATE:	REV:
12–08–21	9

PROJECT NO: 00291604
PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.

B1.4–01



NOTES:
1. Hyphenated samples number / locations such as 75–01, have a prefix of "BAR" in the analysis report.
2. As part of Parkway's 2012 3–Year re–inspections, PSC randomly inspected exterior concrete block walls of the building erected prior to 1990 for the presence of vermiculite. Exterior concrete block walls behind gypsum board or other finished surfaces were not inspected for the presence of vermiculite. PSC did not inspect interior concrete block walls.

3

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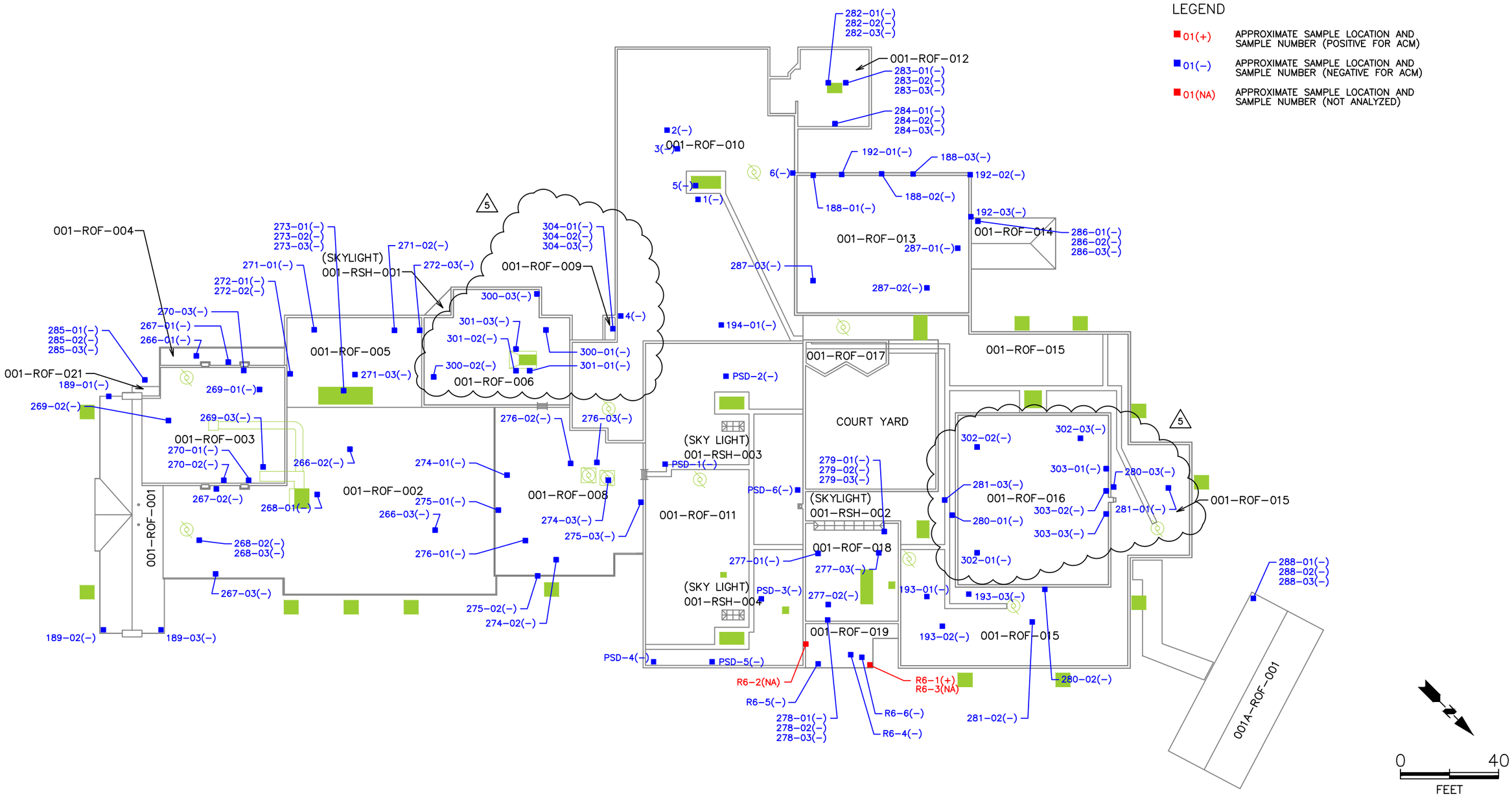
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 12–08–21	REV: 3	B1.5–01



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11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:

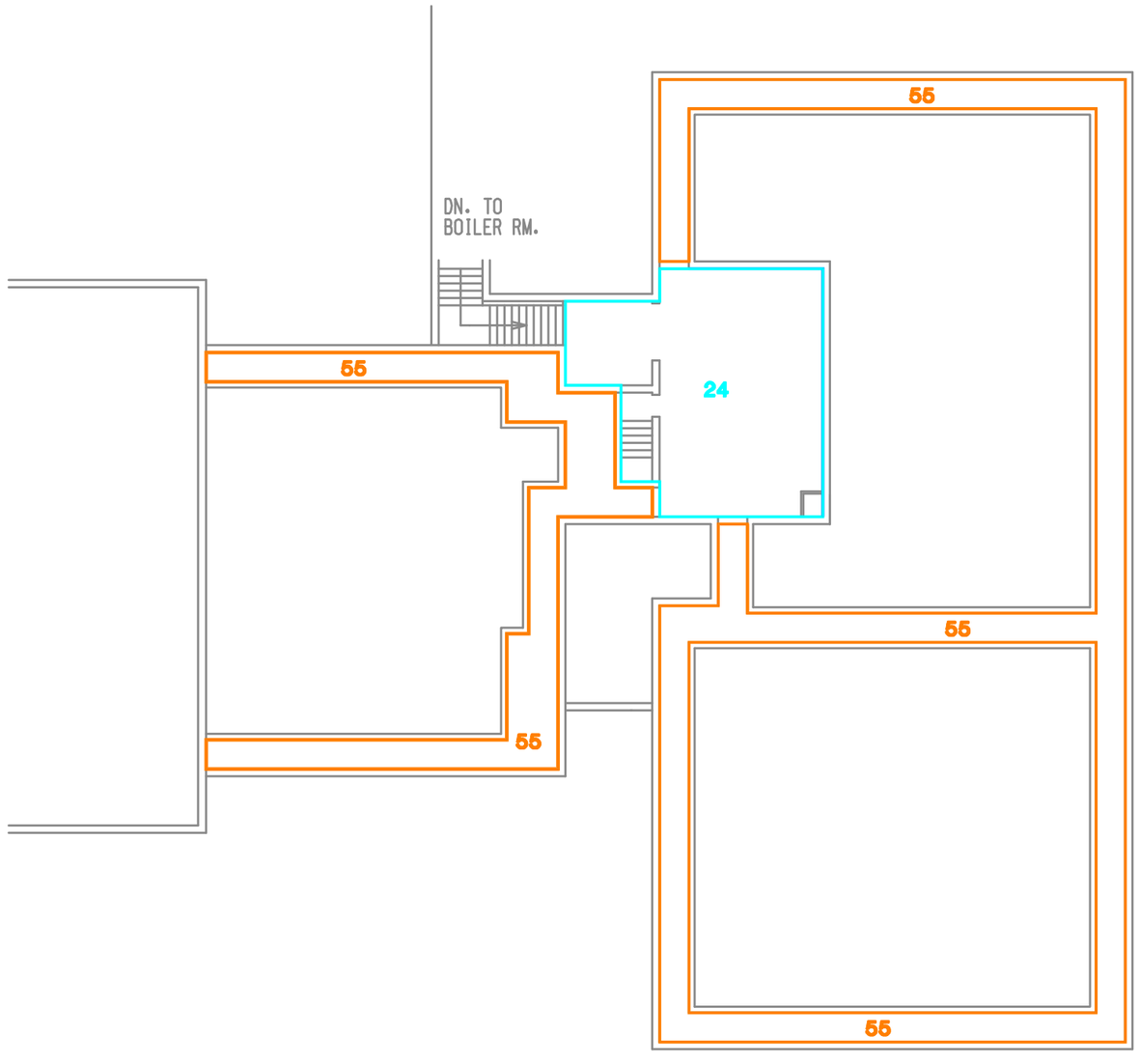
ASBESTOS – BULK SAMPLE LOCATIONS
BARRETTS ELEMENTARY – ROOF LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN: TDA	DES: MCD
CHKD: MCD	APPD: MCD
DATE: 08–04–23	REV: 5

PROJECT NO: 00291604
PARKWAY SCHOOL DIST.
ST.LOUIS COUNTY, MO.

B2–ROOF



LEGEND

24	MECHANICAL ROOM
55	TUNNELS

0 20
FEET

3

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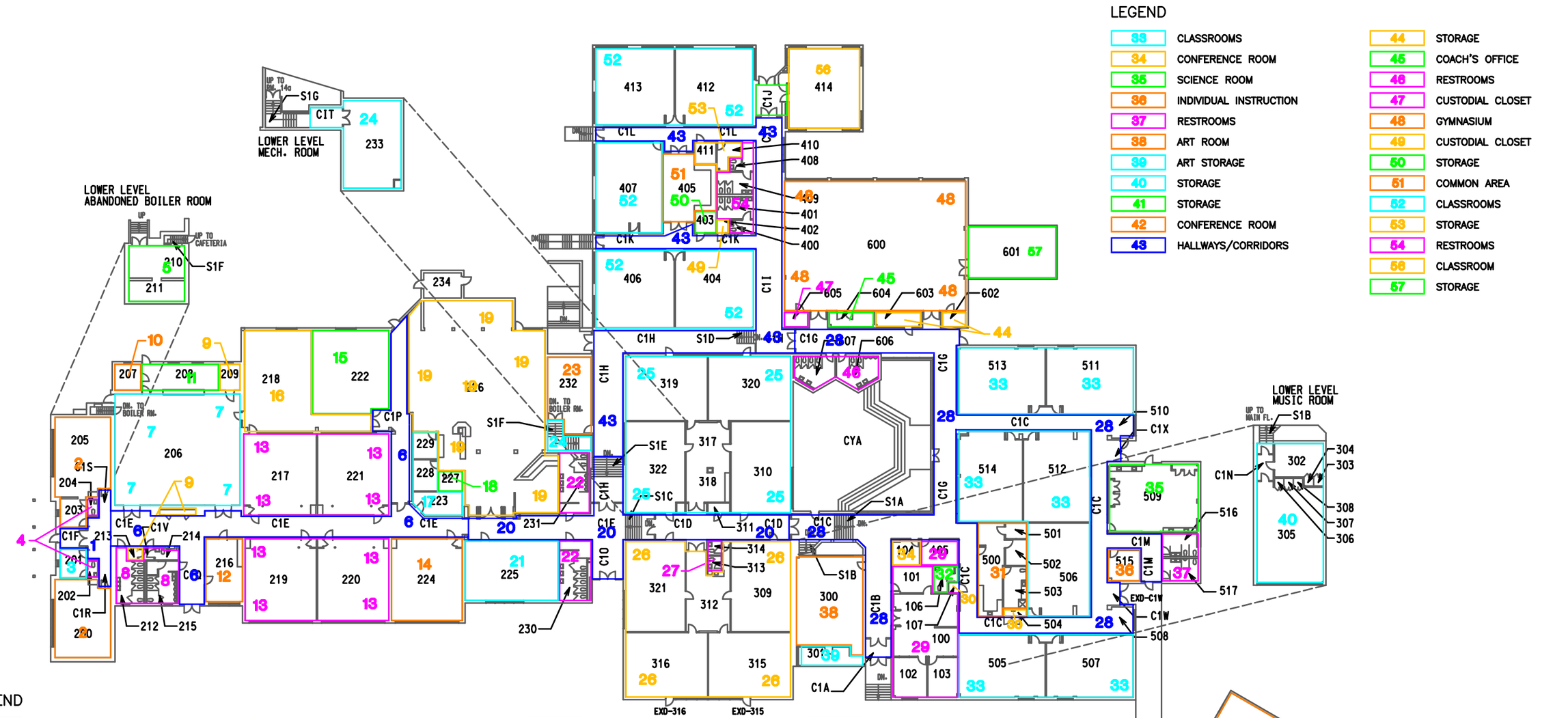
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – FUNCTIONAL SPACES
BARRETTS ELEMENTARY – BASEMENT LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN: TDA	DES: MCD	PROJECT NO: 00291604	
CHKD: MCD	APPD: MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.	
DATE: 12–08–21	REV: 2	F1–00	



LEGEND

33	CLASSROOMS
34	CONFERENCE ROOM
35	SCIENCE ROOM
36	INDIVIDUAL INSTRUCTION
37	RESTROOMS
38	ART ROOM
39	ART STORAGE
40	STORAGE
41	STORAGE
42	CONFERENCE ROOM
43	HALLWAYS/CORRIDORS
44	STORAGE
45	COACH'S OFFICE
46	RESTROOMS
47	CUSTODIAL CLOSET
48	GYMNASIUM
49	CUSTODIAL CLOSET
50	STORAGE
51	COMMON AREA
52	CLASSROOMS
53	STORAGE
54	RESTROOMS
56	CLASSROOM
57	STORAGE

LEGEND

1	ENTRANCE FOYER/HALLWAY
2	PRESCHOOL
3	TEACHERS OFFICE
4	RESTROOMS
5	STORAGE
6	HALLWAYS/CORRIDORS
7	MULTI PURPOSE ROOM
8	RESTROOMS
9	STORAGE CLOSETS
10	CUSTODIAL OFFICE
11	KITCHEN
12	TEACHERS LOUNGE
13	CLASSROOMS
14	CLASSROOM
15	CLASSROOM
16	CONFERENCE ROOM
17	OFFICES
18	TELEPHONE ROOM
19	LIBRARY
20	HALLWAY/CORRIDOR
21	CLASSROOM
22	RESTROOMS
23	PRINT SHOP
24	MECHANICAL ROOM
25	CLASSROOMS
26	CLASSROOMS
27	RESTROOMS
28	HALLWAYS/CORRIDORS
29	ADMINISTRATIVE OFFICES
30	UTILITY CLOSET
31	NURSES OFFICE
32	RESTROOM

0 40 FEET

7

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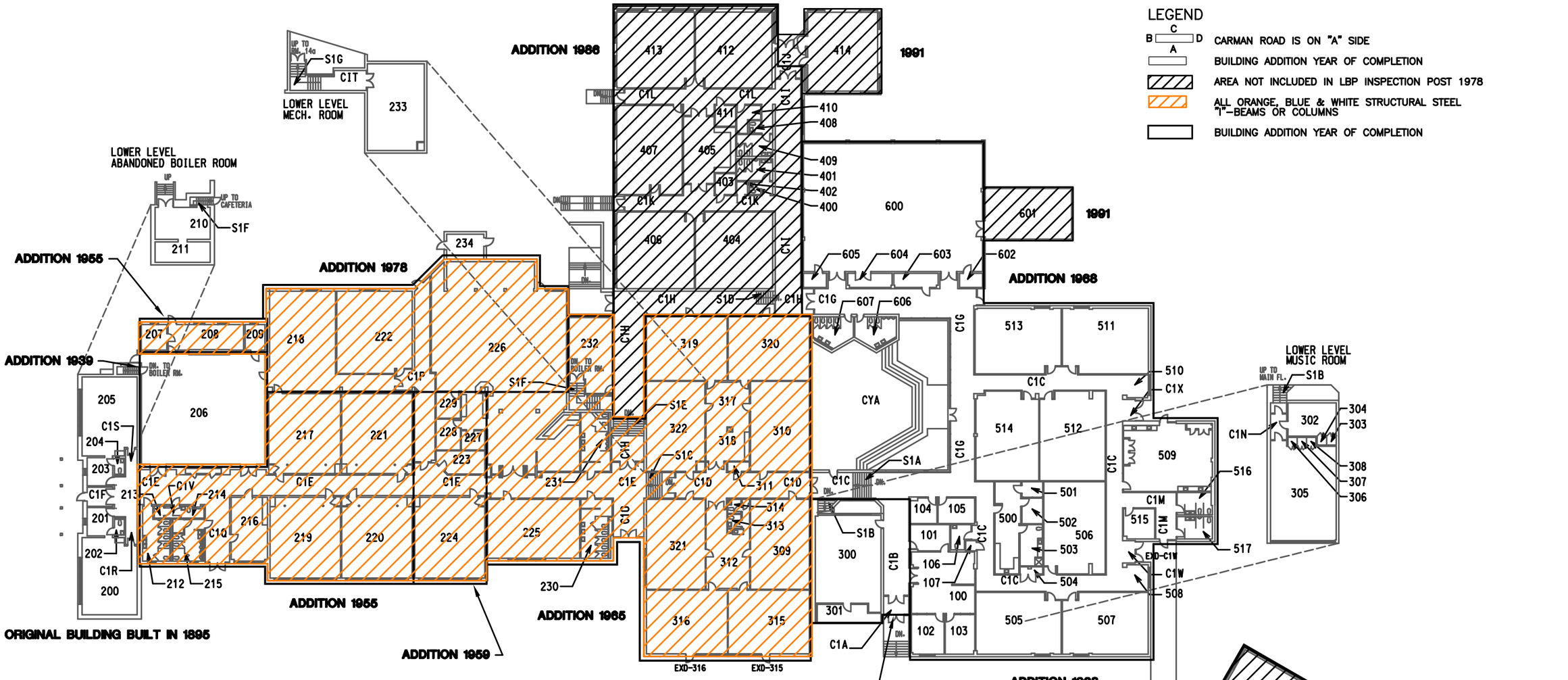
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:

ASBESTOS – FUNCTIONAL SPACES
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN: TDA	DES: MCD	PROJECT NO: 00291604	
CHKD: MCD	APPD: MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.	
DATE: 12-08-21	REV: 7	F1-01	



NOTES:
1. This drawing must be used in conjunction with the LBP Testing Data Sheet. Do not disturb LBP materials without reviewing the LBP Inspection Report.
2. Structural steel (column & I-beams) in 1955 & 1965 portions of building positive for Lead Based Paint (LBP). In some rooms structural steel has been painted (blue & white) to match room color. Review LBP report before disturbing.
3. Locations of LBP materials are approximate.

2

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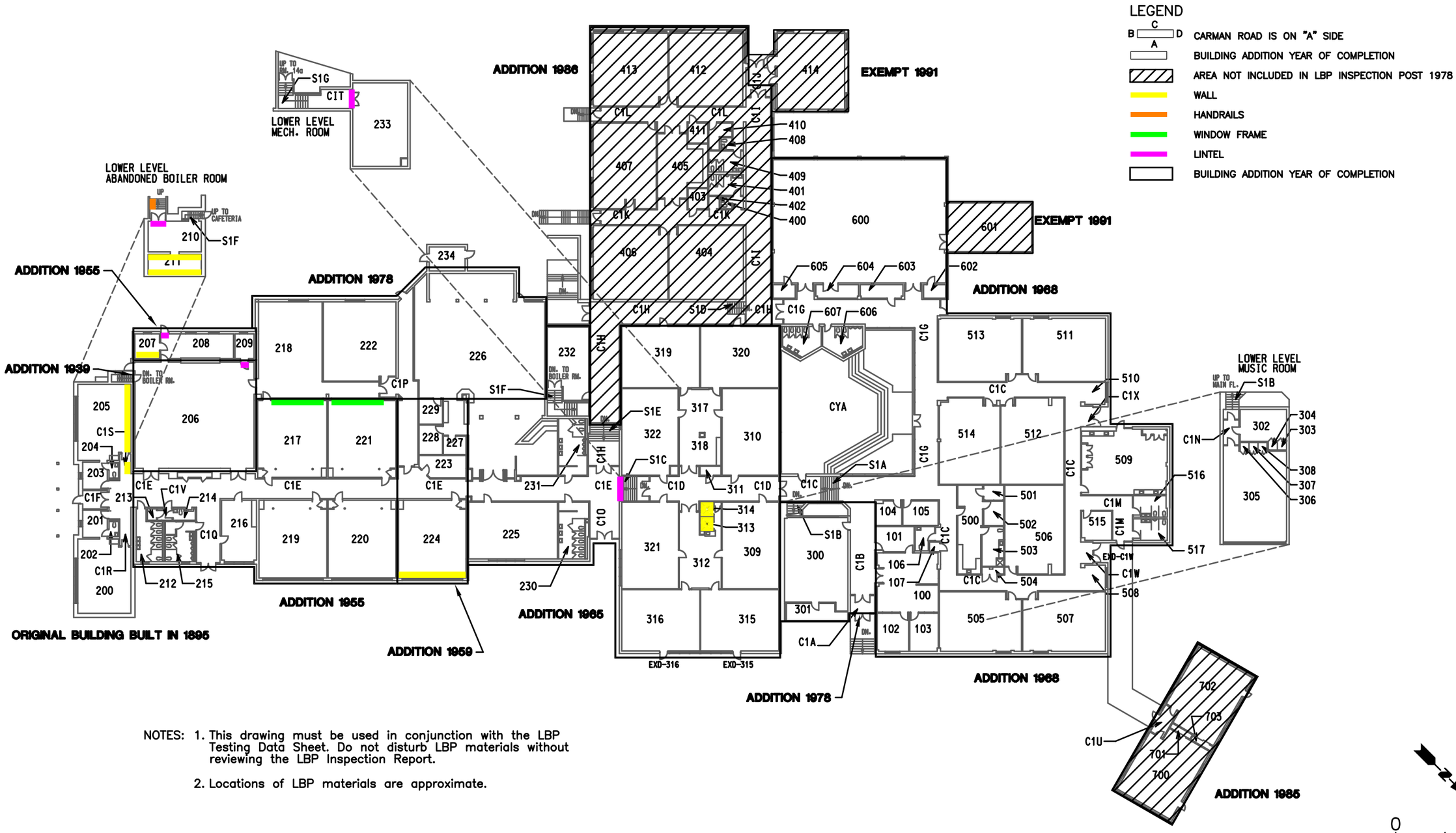
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
LEAD BASED PAINT (LBP)
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 12-08-21	REV: 2	L1-01



NOTES:
1. This drawing must be used in conjunction with the LBP Testing Data Sheet. Do not disturb LBP materials without reviewing the LBP Inspection Report.
2. Locations of LBP materials are approximate.

2

intertek psi Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

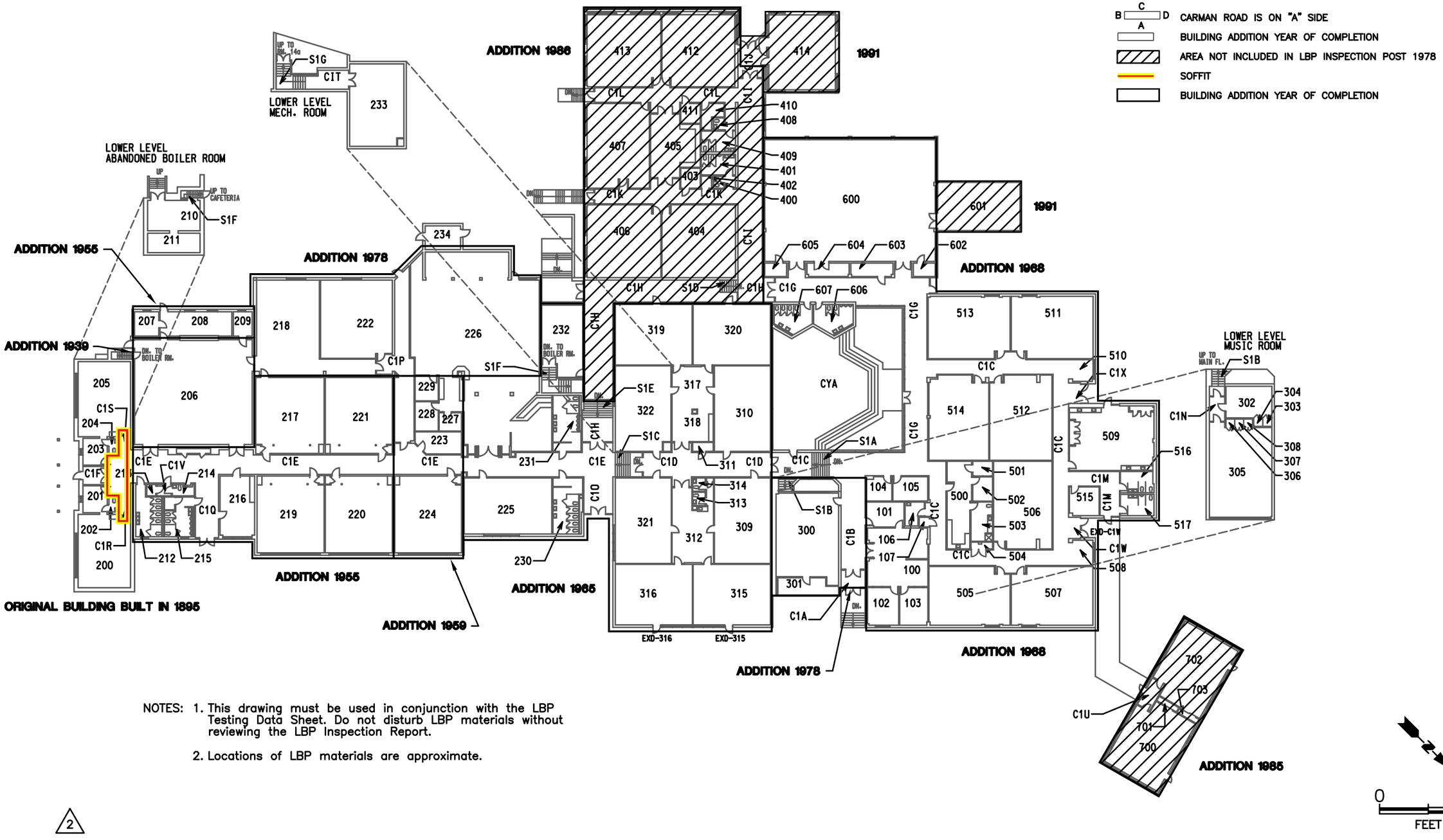
TITLE:
LEAD BASED PAINT (LBP)
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN: TDA	DES: MCD
CHKD: MCD	APPD: MCD
DATE: 12-08-21	REV: 2

PROJECT NO: 00291604
PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.

L2-01



NOTES:
1. This drawing must be used in conjunction with the LBP Testing Data Sheet. Do not disturb LBP materials without reviewing the LBP Inspection Report.
2. Locations of LBP materials are approximate.

2

intertek psi Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

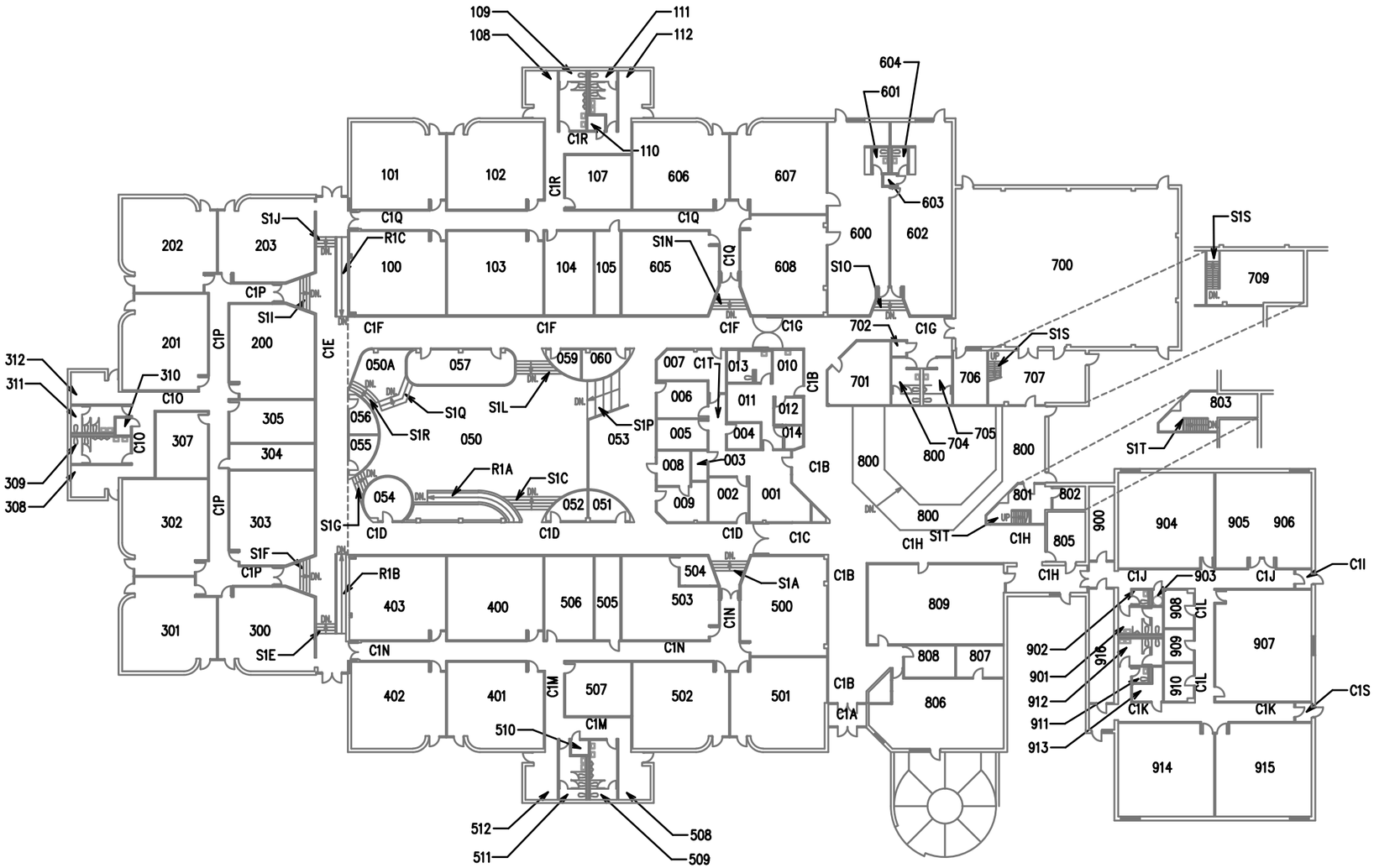
TITLE:
LEAD BASED PAINT (LBP)
BARRETTS ELEMENTARY – FIRST LEVEL
1780 CARMAN ROAD – MANCHESTER, MO. 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 12-08-21	REV: 2	L3-01

DRAWING INDEX

RMD-1.0 = Cover Sheet
A3-01 = Asbestos - Miscellaneous Material - Flooring
A4-01 = Asbestos - Miscellaneous Material - Other
A6-01 = Asbestos - Miscellaneous Material - Vermiculite
B1-01 = Asbestos - Bulk Sample Locations
B1.1-01 = Asbestos - Bulk Sample Locations
B1.2-01 = Asbestos - Bulk Sample Locations
B2-ROOF = Asbestos - Bulk Sample Locations
F1-01 = Asbestos - Functional Spaces
L1-01 = Lead Based Paint (LBP) Locations
L2-01 = Lead Based Paint (LBP) Locations



First Level

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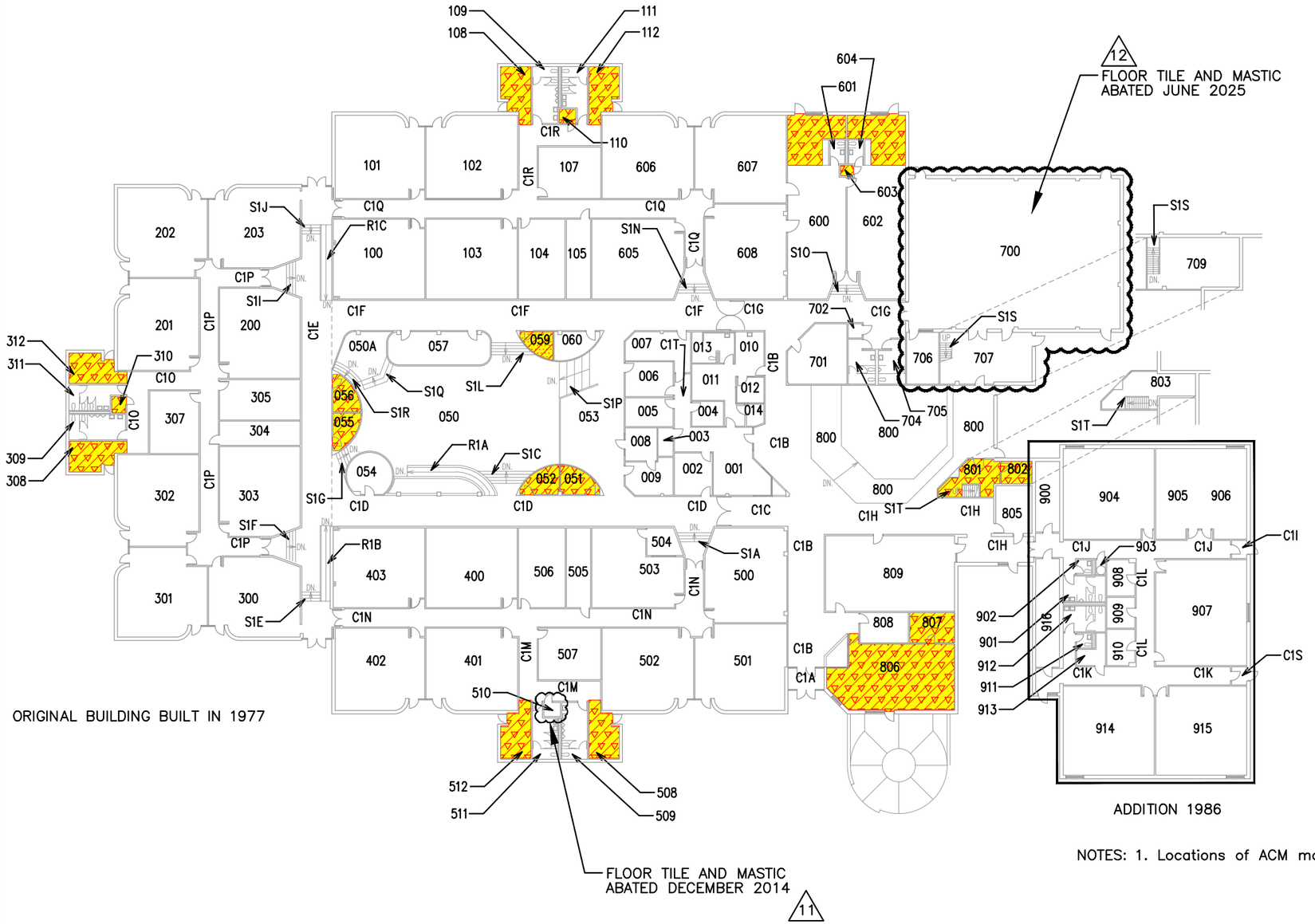
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
HAZARDOUS MATERIALS DRAWINGS
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:	PARKWAY PROJ. # 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
ASSEMBLED: 02-01-24	REV: 0	RMD-1.0



ORIGINAL BUILDING BUILT IN 1977

LEGEND

TILE AND MASTIC BOTH POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #2 EXPOSED

TILE AND MASTIC BOTH POSITIVE FOR ASBESTOS HOMOGENEOUS MATERIAL #2 UNDER CARPET

NOTES: 1. Locations of ACM materials are approximate.

intertek psi
Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

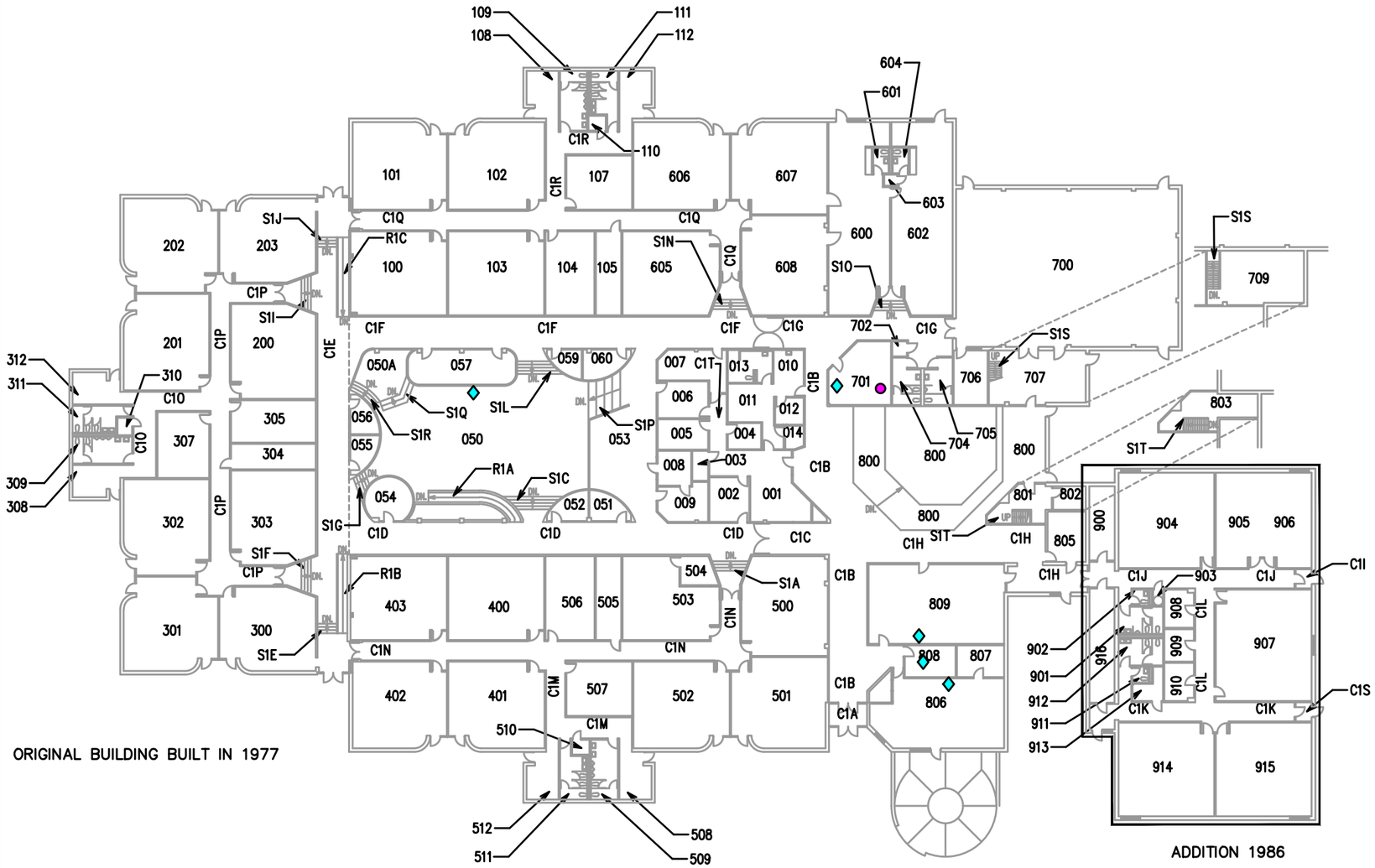
TITLE:
ASBESTOS – MISCELLANEOUS MATERIAL – FLOORING
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:
TDA	MCD
CHKD:	APPD:
MCD	MCD
DATE:	REV:
09–28–25	12

PROJECT NO: 00291604
PARKWAY SCHOOL DIST.
ST.LOUIS COUNTY, MO.

A3–01



ORIGINAL BUILDING BUILT IN 1977

ADDITION 1986

0 40
FEET

LEGEND

- ◆ HOMOGENEOUS MATERIAL #14
  MASTIC – CLOCK/INTERCOM ASSEMBLY
  POSITIVE FOR ASBESTOS
- ▲ HOMOGENEOUS MATERIAL #17
  CHALKBOARDS MASTIC
  ASSUMED POSITIVE FOR ASBESTOS
- ● HOMOGENEOUS MATERIAL #27
  SINK MASTIC / SEALANT
  POSITIVE FOR ASBESTOS

NOTES:

1. Locations of ACM materials are approximate.
2. All solid core, metal or wooden doors, are assumed to be Asbestos–Containing unless noted otherwise. Homogeneous Materials #16, & #39.
3. In 2012 Carman Trails underwent a major renovation, including installation of new interior doors. Interior hallway doors to rooms 100–107, 200–203, 300–307, 400–403, 500–507, and 605–608 are not considered Asbestos–Containing doors.
4. All chalkboards, metal or slate, are assumed to have an Asbestos–Containing mastic behind them. Homogeneous Materials #17, & #40.
5. All bulletin boards are assumed to have an Asbestos–Containing mastic behind them. Homogeneous Materials #18, & #41.
6. All mirrors are assumed to have an Asbestos–Containing mastic behind them.
7. Consult with Parkway Environmental Department prior to drilling into or demolishing concrete block walls.

19

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Information To Build On
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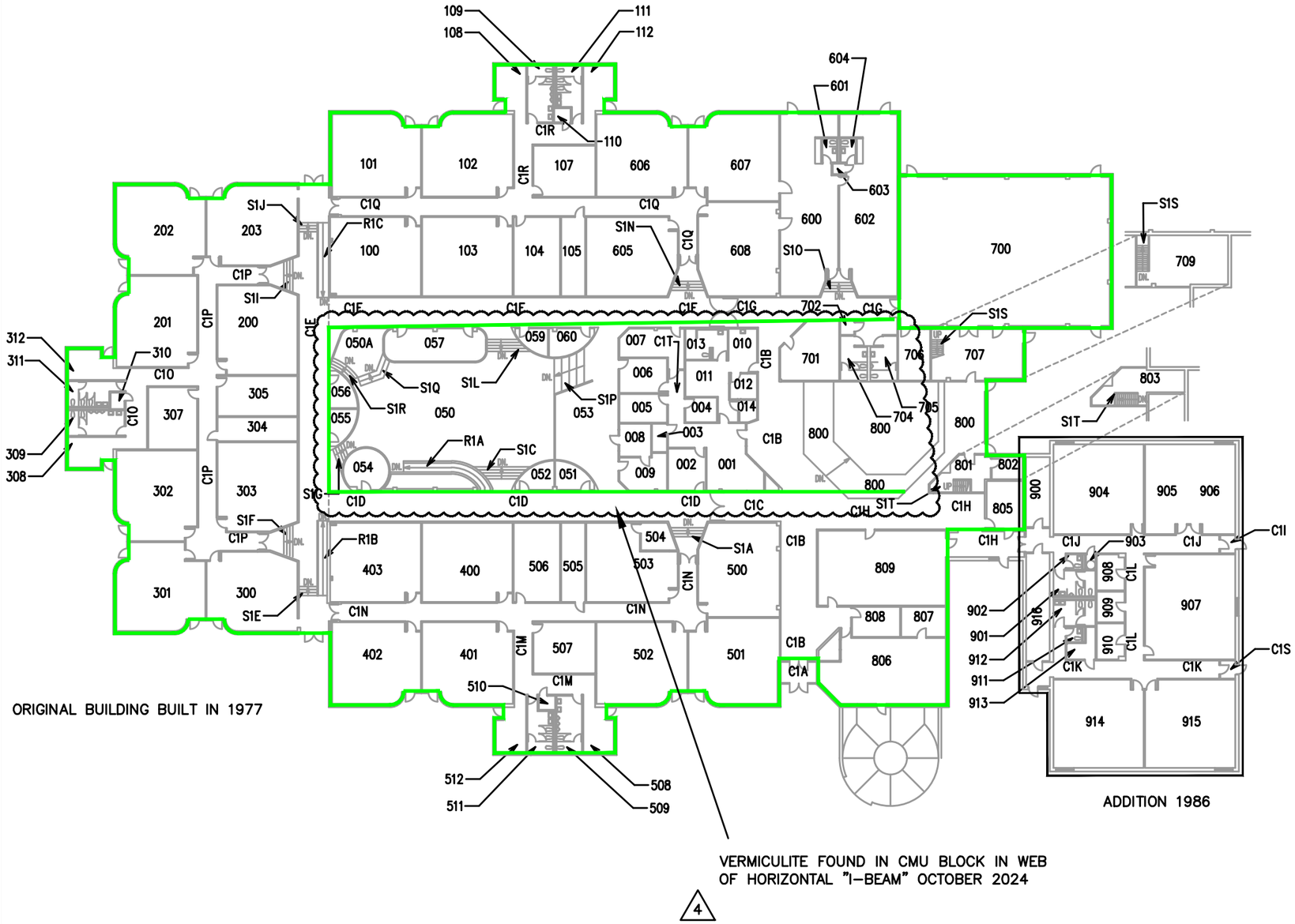
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – MISCELLANEOUS MATERIAL – OTHER
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 05–14–18	REV: 19	A4–01



ORIGINAL BUILDING BUILT IN 1977

ADDITION 1986

VERMICULITE FOUND IN CMU BLOCK IN WEB OF HORIZONTAL "I–BEAM" OCTOBER 2024

4

0 40
FEET

LEGEND

HOMOGENEOUS MATERIAL #44 VERMICULITE INSULATION

BUILDING ADDITION WITH MONTH AND YEAR OF COMPLETION

NOTES:

1. Locations shown to contain vermiculite are approximate.
2. Consult with Parkway Environmental Department prior to drilling into or demolishing concrete block walls.

intertek psi
Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

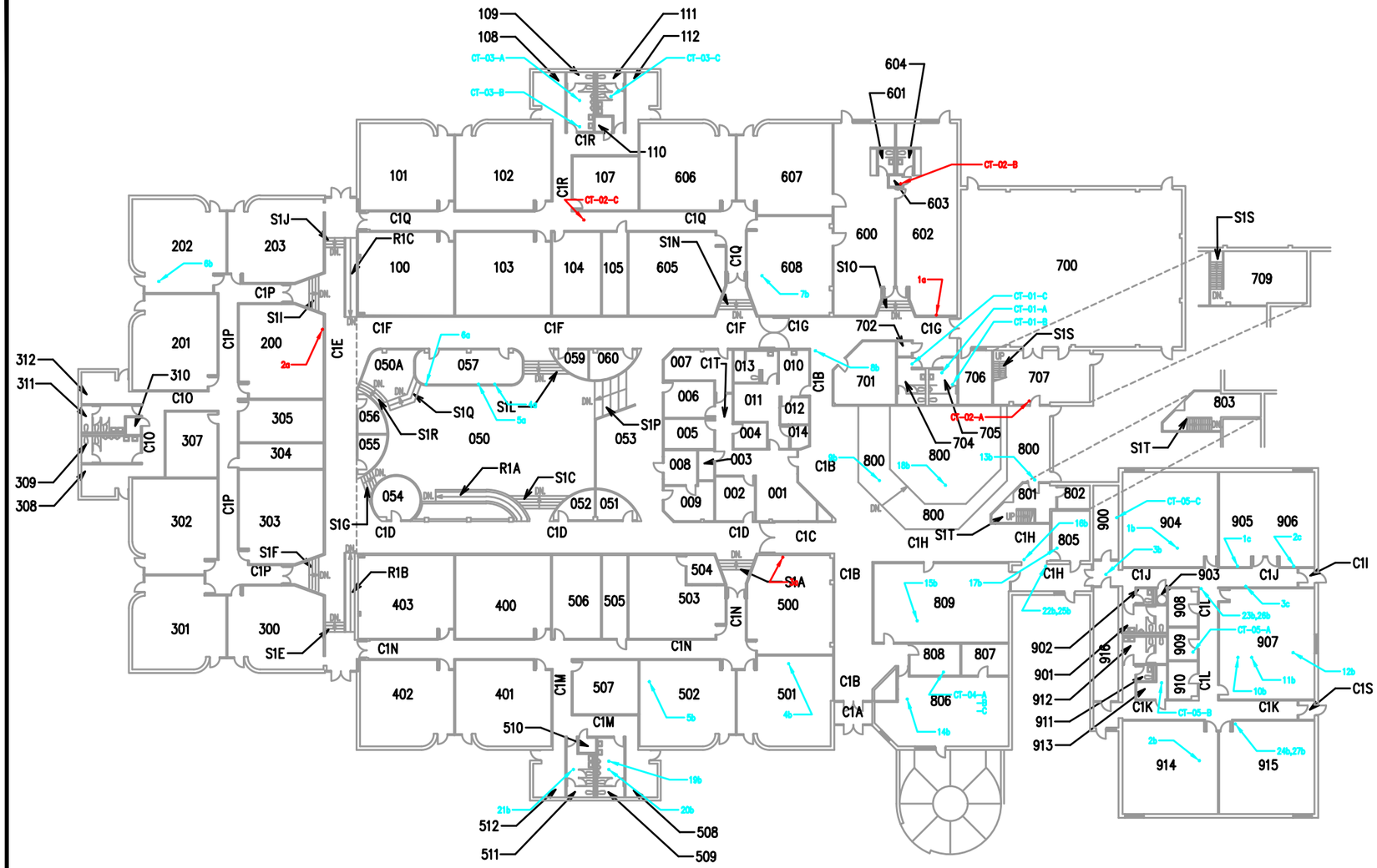
TITLE:
ASBESTOS – MISCELLANEOUS MATERIAL – VERMICULITE
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:
TDA	MCD
CHKD:	APPD:
MCD	MCD
DATE:	REV:
10–08–24	4

PROJECT NO: 00291604
PARKWAY SCHOOL DIST.
ST.LOUIS COUNTY, MO.

A6–01



0 40
FEET

KEY

CT-02-A	Asbestos or Not Analyzed
CT-01-A	Non-Asbestos

PARKWAY SAMPLE LOCATIONS

1a – 6a	Sampled on 6-22-00
1b – 27b	Sampled on 6-29-00
1c – 3c	Sampled on 6-29-00

NOTES: 1. All sample locations are approximate.

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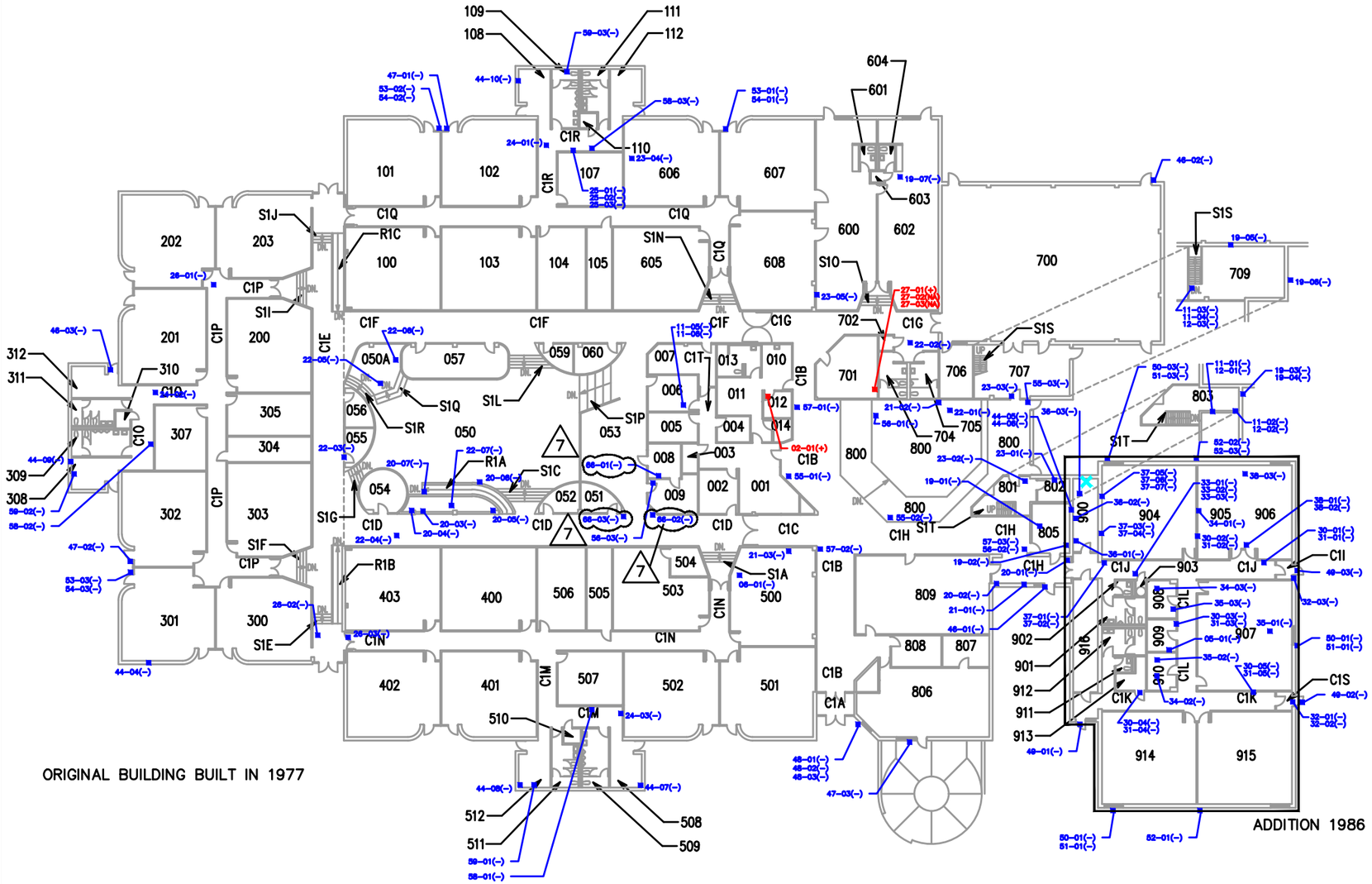
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN: TDA	DES: MCD	PROJECT NO: 00291604	
CHKD: MCD	APPD: MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.	
DATE: 01-09-15	REV: 1	B1-01	



N

0 40
FEET

LEGEND

- ■ 01(+) APPROXIMATE SAMPLE LOCATION AND SAMPLE NUMBER (POSITIVE FOR ACM)
- ■ 01(–) APPROXIMATE SAMPLE LOCATION AND SAMPLE NUMBER (NEGATIVE FOR ACM)
- ■ 01(NA) APPROXIMATE SAMPLE LOCATION AND SAMPLE NUMBER (NOT ANALYZED)
- × APPROXIMATE LOCATION WHERE CONCRETE BLOCK WALLS WERE INSPECTED FOR THE PRESENCE OF VERMICULITE – NO VERMICULITE DISCOVERED
- × APPROXIMATE LOCATION WHERE CONCRETE BLOCK WALLS WERE INSPECTED FOR THE PRESENCE OF VERMICULITE – VERMICULITE IDENTIFIED

NOTES:

1. Hyphenated sample numbers and locations such as 54–01, have a prefix of "CT" in the analysis report.
2. All sample locations are approximate.
3. As part of Parkway's 2012 3–Year re–inspections, PSC randomly inspected exterior concrete block walls of the building erected prior to 1990 for the presence of vermiculite. Exterior concrete block walls behind gypsum board or other finished surfaces were not inspected for the presence of vermiculite. PSC did not inspect interior concrete block walls.

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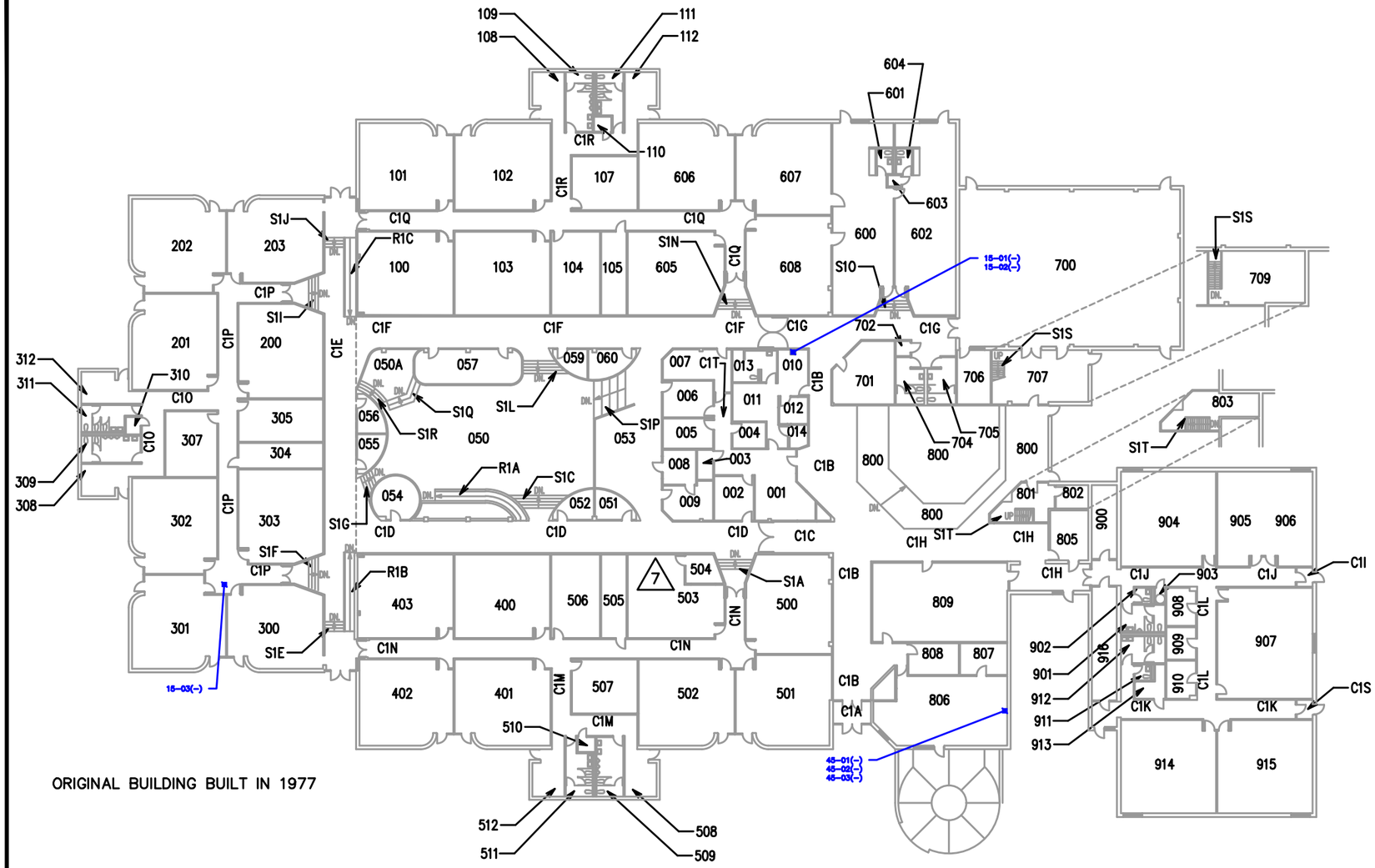
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 01–29–21	REV: 7	B1.1–01



ORIGINAL BUILDING BUILT IN 1977

0 40
FEET

LEGEND

- ■ 01(+) APPROXIMATE SAMPLE LOCATION AND SAMPLE NUMBER (POSITIVE FOR ACM)
- ■ 01(–) APPROXIMATE SAMPLE LOCATION AND SAMPLE NUMBER (NEGATIVE FOR ACM)
- ■ 01(NA) APPROXIMATE SAMPLE LOCATION AND SAMPLE NUMBER (NOT ANALYZED)
- × APPROXIMATE LOCATION WHERE CONCRETE BLOCK WALLS WERE INSPECTED FOR THE PRESENCE OF VERMICULITE – NO VERMICULITE DISCOVERED
- × APPROXIMATE LOCATION WHERE CONCRETE BLOCK WALLS WERE INSPECTED FOR THE PRESENCE OF VERMICULITE – VERMICULITE IDENTIFIED

NOTES:

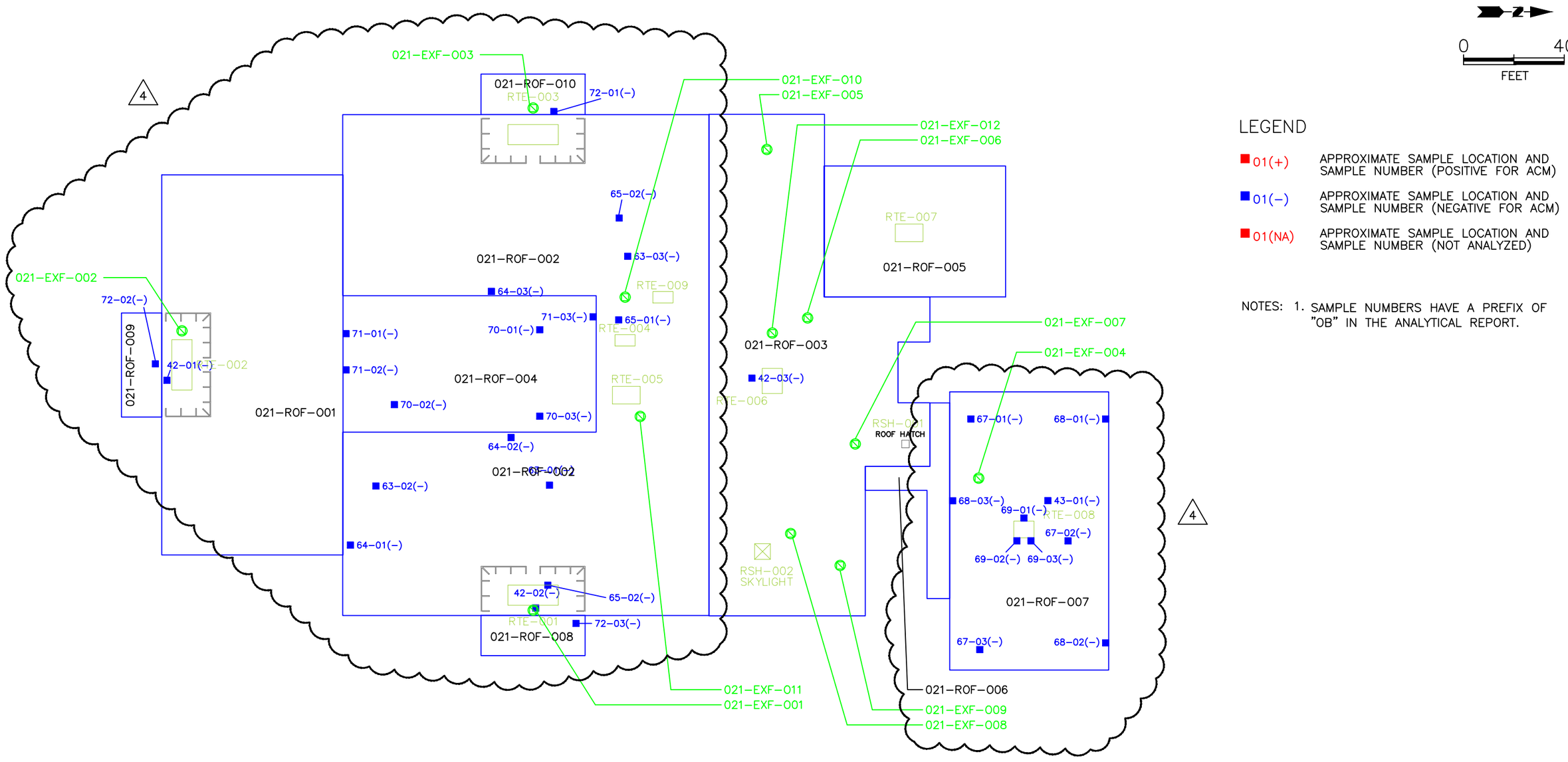
1. Hyphenated sample numbers and locations such as 54–01, have a prefix of "CT" in the analysis report.
2. All sample locations are approximate.
3. As part of Parkway's 2012 3–Year re–inspections, PSC randomly inspected exterior concrete block walls of the building erected prior to 1990 for the presence of vermiculite. Exterior concrete block walls behind gypsum board or other finished surfaces were not inspected for the presence of vermiculite. PSC did not inspect interior concrete block walls.

intertek psi Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 02–01–24	REV: 0	B1.2–01



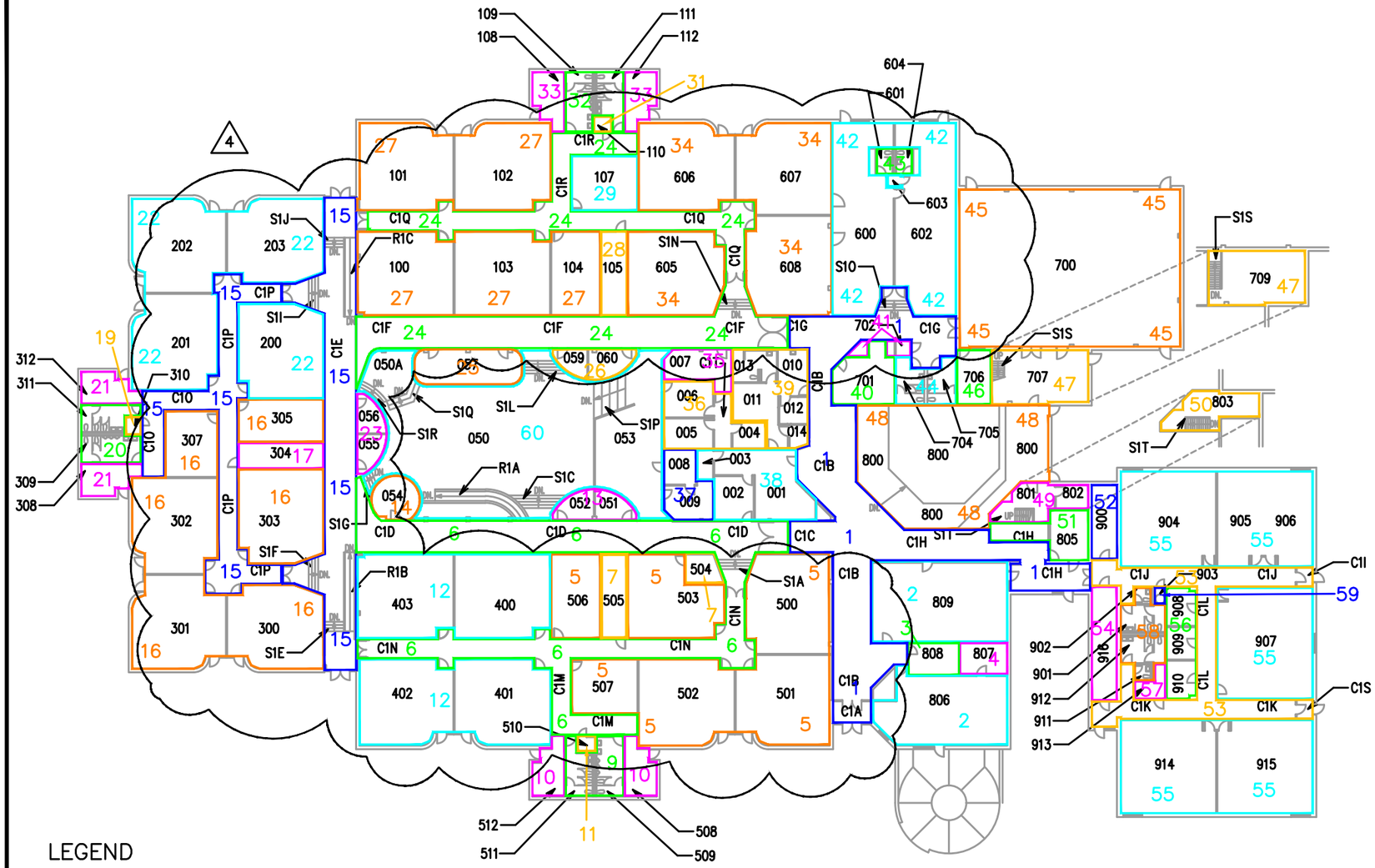
Roof Level

intertek psi Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – BULK SAMPLE LOCATIONS
CARMAN TRAILS ELEMENTARY – ROOFS
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	B2–ROOF
ASSEMBLED: 08–04–23	REV: 4	



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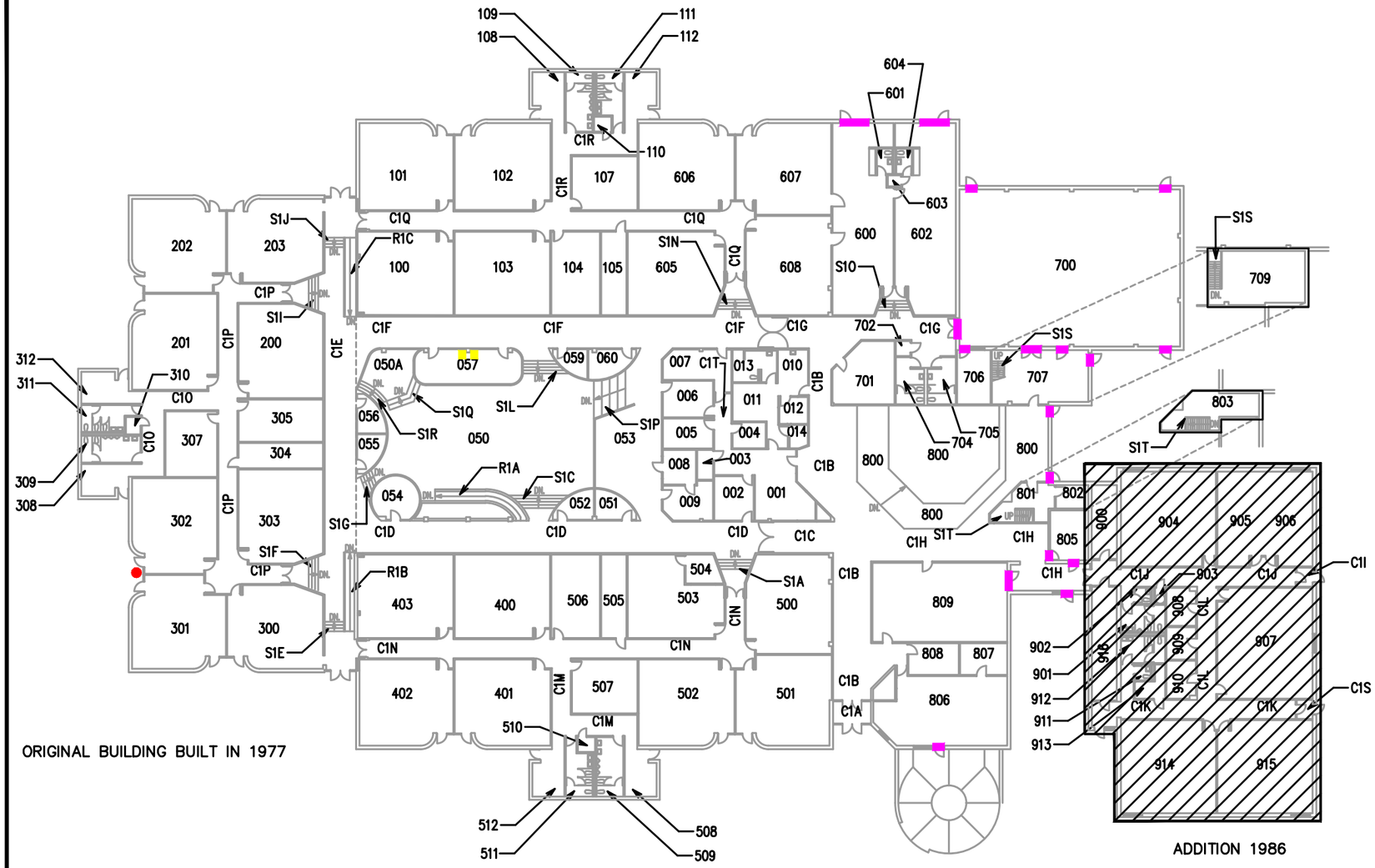
Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
ASBESTOS – FUNCTIONAL SPACES
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 01-09-15	REV: 4	F1-01



ORIGINAL BUILDING BUILT IN 1977

ADDITION 1986

0 40
FEET

LEGEND

- B C A D — WEIDMAN ROAD IS ON "A" SIDE
- BUILDING ADDITION YEAR OF COMPLETION
- AREA NOT INCLUDED IN LBP INSPECTION POST 1978
- WALL
- LINTEL
- LIGHT COVER PLATE

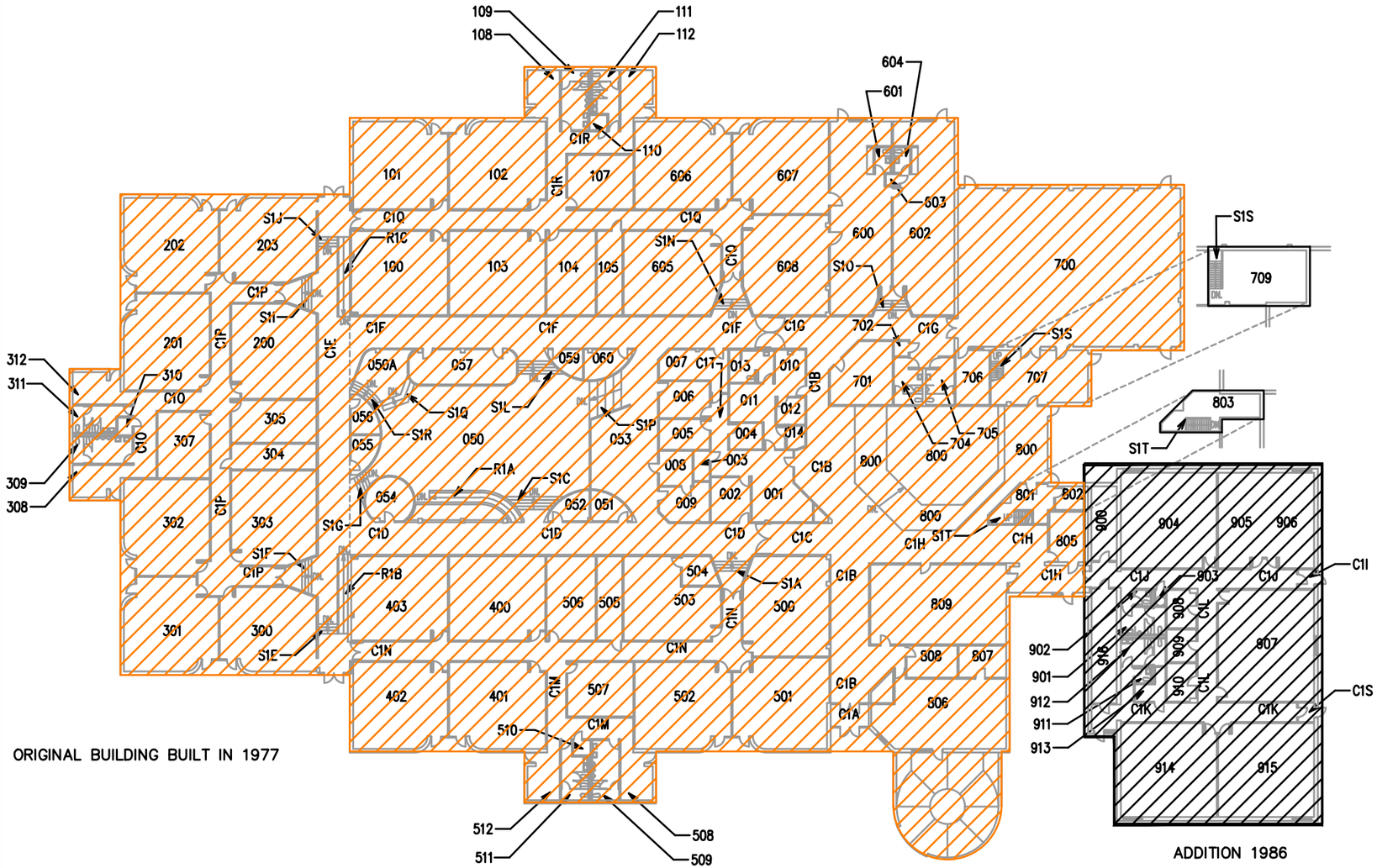
NOTE: This drawing must be used in conjunction with the LBP Testing Data Sheet. Do not disturb LBP materials without reviewing the LBP Inspection Report.

intertek psi
Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:
APPROXIMATE LOCATION OF LEAD BASED PAINT (LBP)
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 01-09-15	REV: 2	L1-01



ORIGINAL BUILDING BUILT IN 1977

ADDITION 1986

N

0 40

FEET

LEGEND

- B / C / D / A — WEIDMAN ROAD IS ON "A" SIDE
- BUILDING ADDITION YEAR OF COMPLETION
- AREA NOT INCLUDED IN LBP INSPECTION POST 1978
- ALL ORANGE STRUCTURAL STEEL / "I"–BEAMS

NOTE: This drawing must be used in conjunction with the LBP Testing Data Sheet. Do not disturb LBP materials without reviewing the LBP Inspection Report.

intertek psi Information To Build On
Engineering • Consulting • Testing
11826 Borman Dr. Maryland Heights, MO 63146
Tel (314) 432-8073 Fax (314) 432-5119

TITLE:

APPROXIMATE LOCATION OF LEAD BASED PAINT (LBP)
CARMAN TRAILS ELEMENTARY – FIRST LEVEL
555 WEIDMAN ROAD – MANCHESTER, MISSOURI 63021

PARKWAY SCHOOLS

DWN:	DES:	PROJECT NO: 00291604
TDA	MCD	PARKWAY SCHOOL DIST. ST.LOUIS COUNTY, MO.
CHKD: MCD	APPD: MCD	
DATE: 01–09–15	REV: 1	L2–01

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:
   1. Bid Security Form: AIA A310.
      a. Form AIA A310 is attached at end of Section 006000.
   2. Proposed Subcontractors Form: Section 004336 - Proposed Subcontractors Form.

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 A310 - Bid Bond.

C. 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 363 North Woods Mill Road Chesterfield Missouri 63017

1.02 FOR:

A. **BRT I CMT BUILDING RENOVATIONS AND SITE IMPROVEMENTS AT**
   1. PN012501B: Barretts Elementary | 1780 Carman Road, Manchester, MO 63021
   2. PN212501B: Carman Trails Elementary | 555 Weidman Road S, Manchester, MO 63021

B. Bid Number 27-27

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. Bidders must show bid amount in both words and figures. In case of discrepancy, amount in words shall govern.

B. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect and Owner for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work. Modifications to this bid form will not be accepted. Qualifications to the scope of work for each bid package bid will not be accepted. By submitting a bid, Bidder is agreeing to perform the complete scope of work for the bid package being bid as outlined in the project documents for the Sum:

C. Combination Bid (*please note all bid package numbers included in combined bid*)
   1. <u>BASE BID:</u>
      Bidder agrees to perform all work for Bid Package Nos. _____, exclusive of alternate bids, for the Sum:

_____
dollars ($_____), in lawful money of the United States of America.

D. Bid Package No. 1A - General Trades
   1. BASE BID:
      Bidder agrees to perform all work for Bid Package No.01A, exclusive of alternate bids,for the Sum:

      _____
      dollars ($_____), in lawful money of the United States of America.

E. Bid Package No. 31A - Sitework & Utilities
   1. BASE BID:
      Bidder agrees to perform all work for Bid Package No.31A, exclusive of alternate bids, for the Sum :

      _____
      dollars ($_____), in lawful money of the United States of America.

F. We have included the required security Bid Bond or cashier's check at 10 percent of the Bid Sum as required by the Instruction to Bidders.

G. All applicable federal taxes are included and State of Missouri taxes are included in the Bid Sum except those exempted by Missouri statutes.

1.07 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for sixty 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. If awarded the Contract for Work bid upon herein, work will start on date designated in the project schedule issued by the Construction Manager and will be completed in accordance with the contract documents, with all phass of work completed and operatinal and ready for acceptance by the Owner no later than as required by the Contract Agreement.

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.
   2. Document 004323 - Alternates Form: Include the cost variations to the Bid Sum applicable to the Work as described in Section 012300 - Alternates.

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

A. 363 North Woods Mill Road

B. Chesterfield, Missouri 63017

1.02 BID NUMBER 27-27

1.03 PROJECT NUMBER: PN012501B-PN212501B & PN212501B

1.04 PROJECT NAME: BRT I CMT BUILDING RENOVATIONS AND SITE IMPROVEMENTS

1.05 PROJECT LOCATION: BARRETTS ELEMENTARY SCHOOL & CARMAN TRAILS ELEMENTARY SCHOOL

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

B. Section 004323 - Alternates Form

C. Section 004336 - Proposed Subcontractors Form

SIGNATURE(S)

2.01 _____

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

2.03 _____

2.04 (AUTHORIZED SIGNING OFFICER, TITLE)

2.05 _____

2.06 (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
   1. 363 North Woods Mill Road
   2. Chesterfield, Missouri 63017

C. dated _____ and 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. Quantities indicated below are for bid evaluation purposes only.

B. The unit quantity will be multiplied by the unit price and the product added to the base bid and any accepted alternate bids to determine the low bidder.

C. Actual quantities supplied or placed in the Work shall determine actual adjustment to the Contract Sum.

1.03 UNIT PRICE LIST:

A. ITEM DESCRIPTION : UNIT QUANTITY : UNIT PRICE

B. Item A - Excavating Unsuitable Soil & Replacement With Granular Fill; Section 312316 - Excavation and Section 312323 - Fill : Quantity 500 cubic yards : $_____/cubic yard.

C. Item B - Excavating Unsuitable Soil In Trench & Replacement With Granular Fill; Section 312316.13 - Trenching : Quantity 200 cubic yards : $_____/cubic yard.

D. Item C - Provide and Install Geotechnical Stabilization Fabric; Section 312323 - Fill and Section 312316.13 - Trenching : Quantity 500 square yards : $_____/square yard.

E. Item D Asbestos Abatement
   1. Labor Categories
      a. General Foreman
         1) Regular time per hour at $_____
         2) Time and one half per hour at $_____
      b. Foreman
         1) Regular time per hour at $_____
         2) Time and one half per hour at $_____
      c. Journeyman
         1) Regular time per hour at $_____
         2) Time and one half per hour at $_____
      d. Apprentice
         1) Regular time per hour at $_____
         2) Time and one half per hour at $_____
   2. Additional Charges:
      a. Additional charges, as listed below, shall be invoiced separately from labor rates.
      b. Description – Charge (includes abatement and disposal):
         1) Erect & Dismantle a Full, Negative: ADD $ _____ /ea DEDUCT $ _____ /ea Pressure Containment 12ft x10ft x10ft
         2) Floor Tile and Mastic ADD $ _____ /sf DEDUCT $ _____ /sf

3) Floor Filler/Leveling Compound: ADD $ _____ /sf DEDUCT $ _____ /sf

END OF SECTION

SECTION 004323
ALTERNATES FORM

PARTICULARS

1.01 THE FOLLOWING IS THE LIST OF ALTERNATIVES REFERENCED IN THE BID:

A. SUBMITTED BY:

(Bidder Name) _____

B. TO (Owner): Parkway School District
   1. 363 North Woods Mill Road
   2. Chesterfield, Missouri 63017

C. dated _____ and which is an integral part of the Bid Form.

1.02 ALTERNATES LIST

A. THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT:

B. ALTERNATE # 1: ADD / (DEDUCT) $ _____
   1. BRT: Corridor C1X Entrance Replacement
      a. Bid Package: 01 - General Trades.

C. ALTERNATE # 2: ADD / (DEDUCT) $ _____
   1. BRT: Stair EST-008 Retaining Walls, Full Replacement
      a. Bid Package 01A - General Trades

D. ALTERNATE # 3: ADD / (DEDUCT) $ _____
   1. BRT: No Work at Stair EST-008 (Deduct)
      a. Bid Pakcage 01A - General Trades

E. ALTERNATE # 4: ADD / (DEDUCT) $ _____
   1. CMT: Concrete Door Stoops at Asphalt Pavement
      a. Bid Package 01A - General Trades

END OF SECTION

SECTION 004336
PROPOSED SUBCONTRACTORS FORM

PARTICULARS

1.01 HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID:

A. SUBMITTED BY:

(Bidder Name)_____

B. TO (Owner): Parkway School District
   1. 363 North Woods Mill Road
   2. Chesterfield, Missouri 63017

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

1.02 BIDDER AGREES THAT THE FOLLOWING SUBCONTRACTORS SHALL NOT BE CHANGED WITHOUT THE WRITTEN CONSENT OF THE OWNER PRIOR TO AWARD OF THE CONTRACT.

1.03 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US.

1.04 LIST OF SUBCONTRACTORS:

A. WORK SUBJECT -- SUBCONTRACTOR NAME

B. _____ -- _____

C. _____ -- _____

D. _____ -- _____

E. _____ -- _____

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 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 0060000 - Project Forms for forms specifically required following.

C. Bond Forms:
   1. Bid Bond Form: AIA A310.
   2. Performance and Payment Bond Form: AIA A312.

D. Post-Award Certificates and Other Forms:
   1. Submittal Transmittal Form: Owner's electronic document management system form.
   2. Certificate of Insurance Form: ACORD Certificate of Insurance 25.
   3. Schedule of Values Form: Owner's standard form.
   4. Application for Payment Form: Owner's standard form.
   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: CM/Contractor's discretion.

E. Clarification and Modification Forms:
   1. Request for Information Form: CM/Contractor's discretion.
   2. Written Amendment Form: Owner's standard form.
   3. Construction Change Directive Form: AIA G714-2017.
   4. Request for Proposal Form: CM/Contractor's discretion
   5. Proposal Worksheet Summary Form: CM/Contractor's discretion.
   6. Proposal Worksheet Detail Form: CM/Contractor's discretion
   7. Claim Request Form: Owner's electronic document management system form.
   8. Change Order Form: Owner's electronic document management system form.

F. Closeout Forms:
   1. Certificate of Substantial Completion Form: AIA G704-2017
   2. Affidavit of Release of Liens Form: CM/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 A201 - General Conditions of the Contract for Construction.

B. AIA A305 - Contractor's Qualification Statement.

C. AIA A310 - Bid Bond.

D. AIA A312 - Performance Bond and Payment Bond.

E. AIA G704-2017 - Certificate of Substantial.

F. AIA G714 - Construction Change Directive.

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. **TRADE AGREEMENT (Missouri)**, is the form of Agreement between the Construction Manager and the Contractor, as assigned at time of award by the Owner.

B. The Agreement to be executed is attached at the end of this document.

1.02 RELATED DOCUMENTS

A. Document 007200 - General Conditions.

B. Section 014216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

Poettker Construction

TRADE CONTRACT

Missouri (Construction Manager)

This Document has important legal and insurance consequences; consultation with an attorney and insurance consultants and/or carriers is encouraged with respect to its completion or modification.

THIS AGREEMENT, made as of [MONTH] [DATE], [YEAR]:

Between the
Construction Manager: **POETTKER CONSTRUCTION COMPANY**
As Assignee of Owner **400 S. Germantown Road**
Breese, Illinois 62230

And the Trade Contractor: **«CONTRACTOR_NAME»**
«CONTRACTOR_ADDRESS1»
«CONTRACTOR_ADDRESS2»
«CONTRACTOR_CITY», «CONTRACTOR_STATE»
«CONTRACTOR_POSTAL_CODE»

The Construction Manager has entered into a contract with Owner whereby Construction Manager is to provide construction management services. Said contract is referred to herein as the "Construction Manager Contract".

For the Project: **«PROJECT_DESCRIPTION»**
«PROJECT_DESCRIPTION_2»
«PROJECT_ADDRESS1»
«PROJECT_ADDRESS2»
«PROJECT_CITY»«PROJECT_STATE» «PROJECT_POSTAL_CODE»

Owner: **«OWNER_NAME»**
«OWNER_ADDRESS1»
«OWNER_ADDRESS2»
«OWNER_CITY» «OWNER_STATE» «OWNER_POSTAL_CODE»

The design team representatives include:

The Project Architect: **«ARCHITECT_NAME»**
« ARCHITECT_ADDRESS1»
« ARCHITECT_ADDRESS2»
« ARCHITECT_CITY» « ARCHITECT_STATE»
«ARCHITECT_POSTAL_CODE»

Introduction

For the purpose of this Trade Contract (hereinafter sometimes referred to as the "Contract" or "Agreement"), **POETTKER CONSTRUCTION COMPANY** is hereinafter referred to as the "**Construction Manager**", and **«CONTRACTOR_NAME»,** the trade contractor, is hereinafter referred to as "**Contractor**".

The Construction Manager and Contractor agree as follows.

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15 Article 1

THE CONTRACT DOCUMENTS

1.1. This Trade Contract has been awarded to Contractor by the Owner and Construction Manager after advertisement for bids. By submitting its bid and being awarded this Trade Contract, Contractor acknowledges and agrees that (i) Contactor is signing this Trade Contract as a trade contractor of the Construction Manager; and (ii) upon signing this Trade Contract, Contractor shall be a trade contractor of Construction Manager pursuant to this Trade Contract and Contractor will not have any rights under the Trade Contract against the Owner; all of Contractor's obligations under this Contract shall be enforceable by Construction Manager; and any claims of Contractor shall be against the Construction Manager.

1.2. The "Contract Documents" consist of (1) this Agreement; (2) the agreement between Construction Manager and Owner, (3) Invitation to Bid; (4) Instructions to Bidders; (5) Bid Specifications; (6) Addenda, if any; (7) Architectural and/or Engineering Drawings; (8) Change Directives; (9) Change Orders; (10) other documents listed by Exhibits attached to this Agreement; (11) the Construction Manager Contract; and (12) Modifications to this Agreement made or issued after execution of this Agreement. These documents form this Agreement, and are as fully a part of this Agreement as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.3. The Contractor agrees anything that may be called for in the specifications and not shown on the drawings, or shown on the drawings and not called for by the specifications, shall be of like effect as if called for and shown in both. In the event of any discrepancies or conflicts in the Contract Documents, the Contractor shall perform or include the most stringent requirement. If Contractor discovers any ambiguities or discrepancies, Contractor shall immediately submit the matter to Construction Manager for determination.

1.4. Notwithstanding anything to the contrary herein, the obligations of the parties under this Agreement are expressly conditioned on the approval of this Agreement and countersignature by the Parkway School District Board of Education.

Article 2

SCOPE OF WORK

2.1 The Construction Manager engages Contractor as an independent contractor, to perform the «DETAIL_DESCRIPTION» scope of the work (hereinafter called "Contractor's Work").

2.2 Contractor's Work includes, but is not limited to the following: «SCOPE_OF_WORK_DESCRIPTION »

2.3 The following Exhibits are attached and part of this Agreement with the Contractor:

N/A

2.4 The following items are specifically excluded from this Agreement, as they are performed by other trade contractors on the Project: «SCOPE_OF_WORK_EXCLUSIONS»

2.5 Contractor shall complete the Contractor's Work per the plans and specifications. Contractor represents and warrants that the Contract Sum includes all labor, equipment, tools, supplies and materials furnished, fabricated, delivered, unloaded, stored, distributed, and installed, with all freight, surcharges, taxes, insurance, and cost escalation included.

2.6 The Contractor agrees to perform the Contractor's Work under the general direction of the Construction Manager and subject to the final approval of the Architect/Engineer and/or such additional or other specified representative(s) of the Owner, in accordance with the Contract Documents.

2.7 Contractor shall furnish competent onsite supervision when Contractor's Work is performed at the site, and as necessary to complete the Contractor's Work.

2.8 Completion of all work related to Contractor's scope of work in accordance with applicable specified codes, state and federal regulations and safety requirements, and all local governing ordinances and authorities.

2.9 Contractor shall inspect existing conditions in areas of their work prior to mobilization and start-up. Commencing the Contractor's Work shall be deemed Contractor's acceptance of existing conditions.

2.10 Contractor is responsible for clean-up and disposal of all debris created under this scope of work into dumpsters provided by others, or as specified in paragraph 2.2 of this Agreement.

2.11 Contractor shall begin to procure submittals at the earlier of: (a) the time of formal Notice of Intent, or (b) upon receipt of this Agreement. Submission of all required shop drawings, product data, and other submittals required by the specifications will be required within two (2) weeks of contract date, or as noted in paragraph 2.2. Any costs incurred by the Contractor related to submittal procurement will not be paid if this Agreement is not executed for any reason.

2.12 Contractor shall coordinate the Contractor's Work with other affected trades prior to beginning work in this Agreement.

2.13 Contractor is responsible for all applicable sales tax applicable to Contractor's Work. If the Project is tax exempt, a certificate will be made available to the Contractor, and sales, use and other exempt tax should be excluded from the Contract Sum.

2.14 Contractor shall coordinate execution of work with jurisdictional agencies and Construction Manager's superintendent for testing required by the Contract Documents for Contractor's Work. Contractor shall provide adequate notice to Construction Manager as required to coordinate said inspections and testing procedures without delay to the Project Schedule.

2.15 Contractor is responsible for providing all required equipment for hoisting, setting, cutting, anchoring and all other required installation activities related to this scope of work, including coordinating, handling and receiving of material shipments supplied by others to be installed under this Agreement.

2.16 Contractor shall coordinate with all utility companies, both existing and proposed, in order to prevent elevation interference conflicts.

2.17 If deemed necessary by Construction Manager's superintendent or if Contractor is on the weekly Detail Schedule in order to coordinate work, Contractor shall have a representative attend coordination meetings, job-site safety meetings and all related project meetings as necessary to coordinate their scope of work with other trades. Should Contractor fail to have a representative with authority present at these meetings, Construction Manager may fine Contractor $500 per offense.

2.18 Contractor shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) Permit and governing laws, Storm Water Pollution Prevention Plan (SWPPP) as defined in the Contract Documents, Best Management Practices (BMP's) as defined by the governing authority. Contractor will be held accountable for deficiencies in these areas as it relates to its scope of work, which could involve fines or penalties imposed by the Owner or jurisdictional agencies.

2.19 Contractor shall comply with all immigration enforcement rules and regulations pertaining to their labor, including, cooperation and participation in an employee identity verification and security badge system. Failure to cooperate and participate in this program could involve fines assessed by the Construction Manager against Contractor, of which, the Contractor will be held responsible for reimbursement.

2.20 By bidding the project, the Contractor understands that this is a schedule driven project. The Contractor is hereby committing adequate forces as well as night shift work and/or overtime as may be required to meet the construction start date, the date for substantial completion and date for final completion of all construction indicated in the Contract Documents, and Construction Manager's Project Schedule. The Contractor agrees to complete punch lists work in a timely manner and on or before the date of final completion established by the Construction Manager. The Contractor agrees it has sole responsibility to provide all necessary labor, equipment materials, tools, and whatever else is necessary to perform the Contractor's Work without interruption and on or before the stipulated dates indicated in the Contract Documents and Project Schedule provided by the Construction Manager. Failure to do so may subject the Contractor to liquidated damages as specified in the Contract Documents.

2.21 Should any questions arise with respect to the interpretation of the drawings and specifications, they shall be referred to the Construction Manager. If the Construction Manager and Contractor cannot mutually agree upon the correct interpretations of such questions, they shall be submitted to the Architect/Engineer and their decision shall be final and binding. If there is no Architect/Engineer for this Project, the Construction Manager's decision shall be followed by the Contractor. Each party shall at all times during the work have a duly appointed representative on the job site who is authorized to act for the respective party concerning this Contract.

2.22 Contractor shall require everyone on the project site wear a hard hat at all times. Additionally, all of Contractor's subcontractors shall comply with all applicable regulations and requirements for safety and health including but not limited to federal, state, municipal, and with Construction Manager's safety policies. The most stringent requirement takes precedence.

2.23 The Contractor represents and warrants to the Construction Manager that the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Contractor's Work; that the Contractor is able to furnish the tools,

materials, supplies, equipment and labor, and is experienced in and competent to perform Contractor's Work; that the Contractor is qualified to do the Contractor's Work herein and is licensed and authorized to do business in the State where the Project is located; and that the Contractor holds a license, permit, or other special license to perform the Contractor's Work as required by law.

2.24 The Contractor warrants that the Contract Documents are full, complete and sufficient to have enabled the Contractor to determine the price of the Contractor's Work, to enter into this Agreement and that the Contract Documents are sufficient to enable it to complete the Contractor's Work outlined herein and the Contract Documents and otherwise to complete all of its obligations hereunder for an amount not in excess of the price herein on or before the date of completion established in the Contract Documents.

2.25 The Contractor has visited the site and is fully familiar with all conditions affecting the Project. Further, the Contractor warrants that it has satisfied itself as to the nature, location and character of the job site, including without limitation the surface and subsurface conditions of the job site and all structures and obstructions thereon and thereunder, the nature, location and character of the area in which the Project is located, including its climatic conditions, available labor supply and labor costs, available equipment supply and equipment costs and the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Contractor's Work in the manner and within the cost and timeframe required by the Contract Documents.

2.26 The Contractor represents that it has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Contract Documents as they pertain to the Contractor's Work.

2.27 Contractor binds itself to the Construction Manager for the performance of Contractor's Work in the same manner as the Construction Manager is bound to the Owner for such performance under Construction Manager's Contract with the Owner such that Contractor will meet and comply with all requirements, responsibilities, obligations and restrictions of the Construction Manager under Construction Manager's Contract with the Owner. The pertinent parts of the Construction Manager Contract will be made available upon Contractor's request. The Construction Manager shall have the benefit of all rights, remedies, and redress against the Contractor that the Owner has against the Construction Manager.

2.28 All representations, indemnifications, and warranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in the Agreement, will survive Final Payment, completion and Final Acceptance of the Work and termination or completion of the Agreement, and any task orders there under.

Article 3

PAYMENTS

3.1 Provided that no reason exists for withholding payment pursuant to paragraph 3.10 or otherwise under the provisions of this Agreement, the Construction Manager agrees to pay to the Contractor for the satisfactory completion of Contractor's Work, the sum of **$«SCOPE_OF_WORK_CONTRACT_AMOUNT»** ("Contract Sum").

3.2 Subject to the other terms and conditions of this contract, payment shall be made in monthly payments of 95% of the value of the work performed in any preceding month, in accordance with estimates prepared by the Contractor and approved by the Construction Manager and Owner. The remaining 5% value of work shall be retained until Final Payment, unless otherwise provided in the Contract Documents.

3.3 Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Project but delivered to and suitably stored onsite or offsite at a location agreed upon in writing, including applicable insurance, storage and costs incurred in transporting to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Contractor of bills of sale and proof of required insurance, or such other procedures satisfactory to the Construction Manager to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Construction Manager and Owner's interests therein, including transportation to the site.

3.4 Contractor shall provide completed lien waivers and supplier affidavit forms, in a form satisfactory to the Construction Manager with each estimate.

3.5 Payment of the approved portion of the Contractor's monthly estimate shall be conditioned upon receipt by the Construction Manager of its payment from the Owner, and Contractor agrees that payment by the Owner is a condition precedent to the Construction Manager's obligation to pay the Contractor. After Construction Manager receives payment from Owner for the approved portion of Contractor's monthly estimate, Construction Manager will make payment to Contractor within 15 days of its receipt of Owner's payment for Contractor's approved amount, provided no reason exists for Construction Manager to withhold payment from Contractor pursuant to this Contract.

3.6 Approval and payment of Contractor's monthly estimate is specifically agreed not to constitute or imply acceptance by the Construction Manager or Owner of any portion of the Contractor's Work. In no case shall the Construction Manager be held responsible for payment to the Contractor for work not paid by the Owner to the Construction Manager.

3.7 Contractor shall submit monthly estimates to the Construction Manager by the 20th of each month. All such estimates shall be sent electronically to ap@poettkerconstruction.com, copying the Construction Manager's Project Manager by email. In the event the Contractor does not submit such monthly estimates to the Construction Manager by the 20th of the month, then the Construction Manager may, at its option, include in its monthly estimate to the Owner, for Contractor's Work performed during the preceding month, such amount as

Construction Manager may deem proper for the work of the Contractor for the preceding month; and the Contractor agrees to accept such approved portion thereof in lieu of monthly payment based upon the Contractor's estimate.

3.8 In the event it appears to the Construction Manager that the labor, material and other bills incurred in the performance of Contractor's Work are not being currently paid, the Construction Manager, may take such steps as Construction Manager deems necessary to insure that the money paid with any progress payment will be utilized to pay such bills, including directing that any amounts due to the Contractor under this Agreement be paid jointly to both the Contractor and the unpaid vendor or subcontractor.

3.9 The Construction Manager may deduct from any amounts due or to become due to the Contractor any sum or sums owing by the Contractor to the Construction Manager pursuant to this Agreement or any other agreement between Construction Manager and Contractor. In the event of any breach by the Contractor of any provision or obligation of this Agreement or any other agreement between Construction Manager and Contractor, or in the event of the assertion or threat by other parties of any claim or lien against the Owner, the Construction Manager, Construction Manager's Surety, or the Project, which claim or lien arises out of the Contractor's performance of this Agreement or any other agreement between Construction Manager and Contractor, the Construction Manager shall have the right, but is not required, to retain out of any payments due or to become due to this Contractor an amount sufficient to completely protect (and if necessary, reimburse) the Construction Manager from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Contractor to the satisfaction of the Construction Manager. This paragraph shall be applicable even if the Contractor has posted a full payment and performance bond.

3.10 For the purpose of evaluating partial billings and payment, an itemized Schedule of values (SOV) of the various portions of the Contractor's Work, aggregating the total Contract Sum, shall be submitted for approval prior to the first payment application. This SOV shall include as separate and distinctive items, the various subcontractors, equipment suppliers, major material suppliers, and major labor items. Any materials listed from Contractor's stock, shall not exceed $10,000 unless approved by Construction Manager. The approved SOV shall then be used by the Contractor on all monthly estimates. The Contractor shall include a line item in the SOV labeled "Close out and Close out Documents" of not less than five percent (5%) of the Contract Sum.

3.11 Prior to making any payments to the Contractor, the Construction Manager must receive and approve proof of insurance as required in Article 6 of this Agreement.

3.12 Payments otherwise due may be withheld by Construction Manager when defective Contractor Work has not been remedied, a claim has been, or it is reasonably anticipated that a claim may be submitted to Contractor, Contractor has failed to make payments to its subcontractors for materials or labor, or it is reasonably anticipated that the this Agreement cannot be completed for the balance remaining unpaid. If the foregoing causes are rectified, the withheld payment shall be made promptly. If any lien or claim arises after final payment is made, Contractor shall pay the claim and obtain a release of the lien or claim, or provide a bond that fully discharges and fully protects Construction Manager and Owner from the claim or lien. If Contractor fails to do so within a reasonable time, Construction Manager may pay the amount, which will be reimbursed by the Contractor.

3.13 The Contractor shall submit a separate retention only final estimate upon completion and Final Acceptance of Contractor's Work. This shall be considered the Final Payment estimate.

3.13.1 Final Payment shall be paid to the Contractor upon approval by the Owner, Architect and the Construction Manager of the Contractor's Work and no later than fifteen (15) days after payment having been received by the Construction Manager for all of Contractor's Work and satisfactory evidence having been received by the Construction Manager that all payrolls, including customary fringe benefits and payments due under collective bargaining agreements, bills for materials and equipment, all known indebtedness related to Contractor's Work, and all subcontractors and suppliers have been paid to date and are waiving their lien rights upon the final payment of a specific balance due. Acceptance of final payment by the Contractor shall constitute a waiver of claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

3.13.2 All final lien waivers, manufacturer and supplier warranties and other final project documents required by the Contract Documents and this Agreement in relation to the Contractor's Work shall be submitted and approved prior to Contractor's Final Payment estimate. Final Payment will not be issued until all required final documentation is approved by the Construction Manager, Owner, and Architect.

Article 4

PROSECUTION OF THE WORK

4.1 Time is of the essence for both parties, and they mutually agree to see to the performance of their work and the work of their subcontractors so that the entire project may be completed promptly, in a good and workmanlike manner and in accordance with the Contract Documents. The Contractor shall, at all times, provide the materials, equipment, shoring, scaffolding, tools, labor and competent supervision necessary to complete Contractor's work in a timely manner. The Contractor shall provide the Construction Manager with scheduling information and Contractor's proposed weekly schedule for the Contractor's Work, including durations and manpower. The Construction Manager shall then prepare the Detail Schedule of the Contractor's Work as it relates to the overall Project Schedule and, as may be necessary, revise such Detail Schedule as the Contractor's Work progresses. Contractor acknowledges that revisions may be made in the Project Schedule and Detail Schedule and agrees to make no claim

for acceleration or delay by reason of such revisions so long as such revisions are of the type normally experienced in the scope and complexity of Contractor's Work.

4.2 The Contractor shall prosecute Contractor's Work in a prompt and diligent manner in accordance with the Project Schedule and/or Detail Schedule without hindering the work or progress of the Construction Manager or any trade contractor. If work of others is damaged by Contractor, the Contractor will cause such damage to be corrected to the satisfaction of and without cost to the Construction Manager and Owner. If Contractor's Work is damaged by others, then Contractor waives any right to recover overhead or profit in connection with the repair or replacement of such Contractor's Work unless and to the extent such overhead or profit is paid by any applicable insurance proceeds. In the event Contractor fails to maintain its part of the Project Schedule and/or Detail Schedule, it shall, without additional compensation, work such overtime as the Construction Manager may direct until Contractor's Work is in accordance with such schedules. Additionally, any costs required to bring Contractor's Work into conformity with such schedules shall be without additional compensation.

4.3 The Contractor shall be responsible for and will prepare for performance of Contractor's Work, including without limitation thereto, the submission of shop drawings, samples, tests, field dimensions, determination of labor requirements and ordering of materials as required to meet the Project and/or Detail Schedules. Contractor shall notify Construction Manager when portions of the Contractor's Work are ready for inspection.

4.4 The Contractor shall keep and maintain daily progress logs of the Contractor's Work, including labor, equipment, material, and deliveries of own forces and any subcontractor forces; as well as progress of materials or equipment to be provided under this Agreement that may be in the course of preparation or manufacture. Contractor shall furnish such logs to Construction Manager as requested.

4.5 The Contractor shall cooperate with the Construction Manager and other trade contractors whose work may interfere with the Contractor's Work and participate in the preparation of coordinated drawings and work schedules in areas of congestion, specifically noting and advising the Construction Manager of any interference by other trade contractors or subcontractors. If the Contractor's Work includes the installation of materials or equipment not supplied by Contractor, then Contractor shall be responsible for requesting copies of all shop drawings, samples or other submittals relating to such materials or equipment and approving such submittals prior to commencement of Contractor's Work. Commencement of Contractor's Work shall be deemed to be an approval of all such shop drawings, samples and/or other submittals.

4.6 The Contractor shall keep the job site orderly and clean at all times. The Contractor's tools and materials shall only be stored on the job site at such locations and in such manner as is approved by the Construction Manager. If the Contractor fails to clean and organize the job site contrary to provisions hereof, the Construction Manager shall be permitted to perform such necessary clean-up and deduct the cost of such work from amounts due to the Contractor.

4.7 The Contractor shall give adequate notices pertaining to the Contractor's Work to proper authorities and secure and pay for all necessary licenses, permits and royalty fees to carry on Contractor's Work; the furnishing of which is required by the Contract Documents. The Contractor shall defend all suits or claims for infringement of any patent rights involved in the work of the Contractor.

4.8 The Contractor shall comply and cause all of its subcontractors to comply with all Federal, State and local laws and regulations, Social Security Laws and Unemployment Compensation Laws, Immigration Laws, Workers' Compensation Laws, Safety Laws and wage, salary and price regulations insofar as applicable to the performance of this Agreement. Contractor shall also maintain its own safety program for compliance with such laws and shall further comply with the Construction Manager's safety requirements and the Construction Manager's compliance plans regarding any such laws to the extent they are brought to its attention.

4.8.1 Contractor agrees it will comply with Missouri's prevailing wage statutes at Chapter 290 of the Revised Statutes of Missouri and any implementing regulations in Missouri's Code of State Regulations, and any county-wide, local, or contract document requirement for payment of prevailing wages. Contractor agrees that for any laborer engaged in construction of public work as defined by statute, regulation, ordinance, or contract document, it will pay not less than the general prevailing rate of hourly wages for Work of a similar character in the locality where the Work is performed and not less than the general prevailing rate of hourly wages for legal holiday and overtime Work each as set forth in Wage Order 29, or the most recent Wage Order in effect as of the date hereof, as promulgated by the Missouri Department of Labor. Contractor shall ensure that its subcontractors comply with the requirements of the laws referenced in this section and any contract documents regarding prevailing wages and shall indemnify, defend and hold harmless Construction Manager and Owner from and against any damage, claim, cost or expense incurred as a result of Contractor's failure to so comply.

4.8.2. Contractor agrees that it shall abide by and comply with all applicable local, State and Federal laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public Works, buildings, or facilities. The Contractor shall not discriminate on the basis of age, race, color, national origin, religion, sex, sexual orientation, or sexual identity, in the performance of this Contract.

4.9 Any duty on the part of Construction Manager in connection with the safety of persons or property at or near the job site is intended solely to benefit the Owner and is not intended to benefit Contractor or any third person or entity who may be injured or damaged as a result of the Work. Construction Manager and Contractor specifically state that they do not intend to confer any third-party beneficiary status on any other person or entity nor do they intend, by this

Agreement or their activities on the job site, to create any duty on the part of the Construction Manager as to any person or entity on the job site. The Contractor agrees that Contractor is the most knowledgeable as to how to safely perform the Contractor's Work. Although the Construction Manager may advise the Contractor if the Construction Manager believes there is some unsafe condition or activity on the job site, the sole responsibility for preventing injuries and accidents to Contractor's employees shall rest upon the Contractor.

4.10 The Contractor will not assign this Agreement, nor subcontract the whole or any part of the Contractor's Work to be performed hereunder, without the prior written consent of the Construction Manager, with the exception of those subcontractors listed by the Contractor and furnished to the Construction Manager at the time this Agreement is executed.

4.11 If the Contractor's Work includes the furnishing of architect's, engineer's or other design services, Contractor shall cause such services to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. The Construction Manager and the Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services performed by such design professional. The Contractor shall be responsible to the Construction Manager and the Owner for the acts and omissions of such design professional. Further, the Contractor shall be responsible for providing or causing such professional to carry and maintain professional liability insurance for claims arising from the performance of such professional services, all as set forth in Article 6 hereof. Any fees or expenses of such services are included in the Contract Sum.

4.12 The Contractor agrees that no labor dispute of any kind involving the Contractor, or its employees or agents, shall be suffered or permitted to occur or be manifested on the Project and the Contractor agrees to that end to only employ persons on the Project who will work at all times in harmony with other persons employed on the Project.

4.12.1 The Contractor agrees that its employees shall not participate in or accede to any interference with the performance of work by other persons on the project, including but not limited to work stoppages, slow downs, or other job actions, whether or not such interference is the result of any labor dispute.

4.12.2. Should there be a work stoppage, slow down or any type of interference with the performance of Contractor's Work involving the Contractor or its employees, including but not limited to informational or other picketing or hand billing, strikes, slowdowns, or other interference with work directed to or involving Contractor or its employees or operations, resulting from a labor dispute and which in the judgment of the Construction Manager will cause, or threatens to cause delay in the progress of construction, then upon twenty-four (24) hours written notice the Construction Manager shall have the right to declare the Contractor in default under this Contract and take such steps as are necessary to finish the uncompleted portion of the Contractor's Work. In such event the Construction Manager shall have the right to take possession of and use all of the Contractor's materials (exclusive of tools) intended for use on the Contractor's Work. The cost of completion including all expenses, attorneys' fees and costs incurred in resolving the labor dispute shall be charged against any money then due or thereafter to become due to Contractor under this Agreement. If such cost of completion and other charges exceed the balance due Contractor, Contractor agrees to promptly pay the difference to the Construction Manager.

4.13 The parties recognize that the employment, discipline and discharge of the Contractor's employees are the sole and exclusive province and responsibility of Contractor. Nothing herein shall be understood or construed as a request or requirement on the part of the Construction Manager that Contractor hire, discipline, or discharge any person; provided, however, that if the Owner requires the Construction Manager to remove any individual or subcontractor from the Project, then Contractor shall promptly remove such individual or subcontractor from the Project.

4.14 The Contractor, including but not limited to its agents, representatives, employees, subcontractors and suppliers (collectively "Contractor") acknowledges that the terms of this Agreement and the Contract Documents provided by the Owner may contain non-public proprietary information including without limitation, trade secrets, patented or proprietary processes of the Construction Manager or Owner, pricing and completion terms, overall project costs and general conditions all of which the Contractor agrees to keep confidential (the "Confidential Information"). Contractor shall protect the Confidential Information from disclosure except as necessary for the completion of its Work, or the work of Contractor's accountants, tax preparers and agents or as may be ordered disclosed by a court of law. For purposes of this Agreement, the term "Confidential Information" will also mean design and/or performance criteria, applications for payments, financial data, business and marketing plans, sales and pricing strategies, and any other information marked as Confidential Information. Accordingly, Contractor shall not disclose to third parties nor use any Confidential Information, except in the limited instance that such Confidential Information at the time of receipt from Construction Manager or Owner, was in Contractor's prior possession, or thereafter becomes a matter of public knowledge other than by reason of breach of this Agreement, or that may thereafter be obtained by Contractor from a third party who is not under the obligation of secrecy or confidentiality to Construction Manager or Owner; and that unless approved by Construction Manager, Contractor shall not at any time publish or otherwise disclose engagement by Construction Manager under this Agreement except as is necessary in the performance of the Work.

Article 5

CHANGES IN THE WORK

5.1 The Contractor agrees that the Construction Manager may add to or deduct from the amount of the Contractor's Work covered by this Agreement, and any changes so made in the amount of Contractor's Work involved, or any other parts of this Agreement, shall be by a written amendment (Change Order) hereto setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon in signed writing between the Construction Manager and Contractor. The Contractor agrees to proceed with the Contractor's Work as changed when so ordered in writing by the Construction Manager so as not to delay the progress of the Contractor's Work, pending any determination of the value thereof, unless Construction Manager first requests a proposal of cost before the change is affected. If the Construction Manager requests a proposal of cost for a change, the Contractor shall promptly comply within 5 business days of such request.

5.2 Contractor shall be entitled to receive no extra compensation for extra work or materials or changes of any kind regardless of whether the same was ordered by the Construction Manager or any of its representatives unless a Change Order therefore has been issued in writing by the Construction Manager. If extra work was ordered by the Construction Manager and the Contractor performed same but did not receive a written order therefore, the Contractor shall be deemed to have waived any claim for extra compensation, regardless of any written or verbal protests of claims by the Contractor. The Contractor shall be responsible for any costs incurred by the Construction Manager for changes of any kind made by the Contractor that increase the cost of the work for either the Construction Manager or other trade contractors when the Contractor proceeds with such changes without a written order therefore.

5.3 The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor to the Construction Manager shall be valid unless notice is given to the Construction Manager prior to the furnishing of the services or material or unless written notice of the claim and amount thereof is given by the Contractor to the Construction Manager on approved form not later than the last day of the calendar month following that in which the claim originated.

5.4 The Contractor will make all claims for extra compensation and for extension of time to the Construction Manager promptly in accordance with this Article and consistent with the Contract Documents.

5.5 Notwithstanding any other provision, if the work for which the Contractor claims extra compensation is determined by the Owner or Architect not to entitle the Construction Manager to a Change Order or extra compensation, then the Construction Manager shall not be liable to the Contractor for any extra compensation for such work, unless Construction Manager agrees in writing to extra compensation.

5.6 Contractor agrees that there shall be no backcharges or change orders submitted for work which is shown on the Contract Documents as work to be completed under the Contractor's Work.

5.7 Contractor agrees to submit change order proposals per Construction Manager's requirements and forms. The Construction Manager may, at any time during the progress of the Contractor's Work, alter, change, subtract from or add to the plans and specifications or scope of work without violating the contract terms thereof.

Article 6

INSURANCE AND INDEMNITY

6.1 The Contractor shall file with the Construction Manager copies of completed certificates of insurance, satisfactory to Construction Manager, to afford protection against all claims for damages to public or private property and injury to persons arising out of Contractor's Work as stated below or as provided in the Contract Documents, whichever is greater:

6.1.1. Contractor shall require all of its subcontractors providing equipment, materials or services directly to Contractor in connection with this Agreement to obtain, maintain and keep in force coverages in accordance with the greater of insurance requirements set forth in this Agreement and the Contract Documents during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance evidencing such coverage prior to performing any of the Contractor's Work, and provide such certificates upon request of Construction Manager. Contractor shall not be excused from its obligations to cause its subcontractors of any tier to meet the greater of the insurance coverage requirements set forth in this Agreement or the Contract Documents unless Contractor shall have obtained in writing from Construction Manager a written waiver, which shall be effective only to such requirements and for such subcontractor specifically identified therein.

6.1.2. Employers' Liability and Workers' Compensation: The Contractor shall furnish evidence that it carries employers' liability and workers' compensation insurance. Employers' liability insurance limits shall not be less than $1,000,000 per accident, $1,000,000 per person for occupational disease, and $1,000,000 policy aggregate for occupational disease.

6.1.3. Commercial General Liability: Contractor shall furnish evidence that Contractor carries Commercial General Liability insurance providing for a limit of not less than $1,000,000 per occurrence/per project for all damages arising out of bodily injuries including death to persons and for all damages arising out of injury or destruction of property in any one accident, and subject to total or aggregate limit of $2,000,000 (per project) for all damages arising out of injuries to person or destruction of property during the policy period. General Liability insurance must include premises/operations, underground explosion and collapse, products and completed operations for at least three (3) years after final payment or longer if required by the Contract

Documents, as well as contractual liability coverage for the Contractor's indemnity obligations hereunder. If Contractor is required to furnish an external insulating finish system or deal with asbestos or any hazardous materials or pollutants or if specified by Construction Manager or required by the Contract Documents, Contractor shall carry environmental impairment/pollution liability insurance providing coverage on an occurrence basis for environmental hazards, including without limitation, lead, mold, asbestos and external insulating finish systems and to include sudden and accidental and environmental clean up with a combined single limit of $1,000,000. Such insurance shall be maintained at least three (3) years after final payment.

6.1.4. Automobile Liability: Contractor shall furnish evidence that Contractor carries automobile liability insurance providing a limit of not less than $1,000,000 for bodily injury, including death to persons and injury or destruction of property in any one accident. Automobile liability insurance must include owned, non-owned and hired car liability.

6.1.5. Umbrella Liability: Contractor shall furnish evidence that Contractor carries Umbrella liability insurance providing a limit of not less than $2,000,000 for bodily injury, including death to persons, and injury or destruction of property, in any one accident. The policy shall follow form with Contractor's other liability policies and shall not require horizontal exhaustion of any primary insurance carried by Owner or Construction Manager or their respective consultants or subcontractors.

6.1.6. Additional Insured and Waiver of Subrogation: The above policies of insurance shall include Construction Manager, the Owner and the Architect/Engineer as additional insured parties on a primary and non-contributory basis, including without limitation completed operations coverage, as respects all work performed by Contractor and shall include coverage for the contributory negligence of the additional insured parties. The Contractor's liability insurance and umbrella insurance coverage shall be exhausted before any of the Owner's or Construction Manager's insurance shall be available. Additional insured endorsement should be CG2010 (11/85) or equivalent, and a copy of such endorsement shall be furnished with the certificate of insurance. Contractor must waive all rights against Construction Manager, Owner and Architect/Engineer and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers' compensation and employers' liability insurance maintained, per requirements stated above. Certificates of insurance must provide for said waiver of rights of subrogation to the extent permitted by law and must provide for 30 days written notice to Construction Manager prior to change or cancellation of any insurance policy coverage evidenced by said certificate.

6.1.7. Professional Liability: If the Contractor's work includes the furnishing of architect's, engineer's or other design services, then the Contractor or such architect, engineer or design professional, shall carry and maintain professional liability insurance for claims arising from the performance of such services with a minimum limit of Two Million Dollars ($2,000,000.00) per claim and in the aggregate and with a deductible not to exceed Twenty Five Thousand Dollars ($25,000.00). Such insurance shall be maintained until at least one (1) year after final payment.

6.2 Insurance Form and Duration: All of insurance herein specified shall be in a form acceptable to Construction Manager and shall be carried until all Contractor's Work is satisfactory as evidenced by Final Acceptance. Coverage must be commercial general liability "occurrence" form. "Claims-made" form will not be accepted. Minimum required limits can be a combination of Primary and Umbrella policies. Prior to starting work, the Contractor shall obtain and until final payment is made, maintain and pay for such insurance coverages of the types and with the minimum limits set forth herein. Products and completed operations insurance shall be maintained until at least three years after final payment. Contractor shall furnish certificates of insurance required hereunder to the Construction Manager before beginning work. However, the failure to provide such certificates of insurance prior to beginning Contractor's Work, shall, in no manner, be deemed a waiver of the requirement to provide such insurance and the failure of the Construction Manager to insist upon the providing of such certificates of insurance shall, in no manner, be deemed to be a waiver of the requirement of providing such insurance. Contractor acknowledges that the cost of the insurance required under this Agreement is included in the Contract Sum. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Construction Manager.

6.3 In the event Contractor fails to obtain or maintain the greater of any insurance coverage required under this Agreement or the Contract Documents, Construction Manager may purchase such coverage and charge the expense thereof to Contractor or terminate this Agreement.

6.4 Indemnity: To the fullest extent permitted by law, the Contractor shall indemnify, defend (with counsel satisfactory to the Construction Manager) and hold harmless the Construction Manager, Owner, Architect/Engineer and the consultants, agents, board members, officers, and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, expert witness fees, investigation costs and related expenses arising directly or indirectly out of the obligations herein undertaken or arising out of operations conducted by the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except claims, damages or litigation to the extent caused by or resulting from the gross negligence, recklessness or intentional misconduct of the party indemnified hereunder, including claims or litigation caused by or resulting from the sole negligence of any such indemnified party. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The parties intend that Contractor shall be obligated to indemnify the Construction Manager, Owner, Architect/Engineer and the consultants, agents and

employees of any of them for such parties' contributory negligence and the Contractor's commercial general liability insurance shall provide coverage for such indemnity obligations as well as coverage for the indemnified parties' contributory negligence as provided above. If the required insurance is not maintained as required, then the Contractor's indemnity obligation shall apply as though the required insurance were in effect. In any and all claims against the Owner and/or Construction Manager or any of their respective agents, board members, officers, directors, shareholders or employees by any employee of the Contractor, anyone directly or indirectly employed by him or anyone for whose acts Contractor may be liable, the indemnification obligation under this Paragraph 6.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 6.4 shall not extend to the liability of the Architect/Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Architect/Engineer, its agents or employees.

Article 7

BONDS

7.1 A Performance Bond and a Labor and Material Payment Bond in forms satisfactory to the Owner shall be furnished in the full amount of this Agreement.

Article 8

WARRANTY

8.1 The Contractor agrees to promptly make good without cost to the Owner or Construction Manager any and all defects due to faulty workmanship and/or materials which may appear within the greater of (1) one year from the date of completion and Final Acceptance of the entire Project by the Owner or (2) as otherwise specified and established in the Contract Documents. If there is no limitation on the guaranty or warranty period established in the Contract Documents, then no limitation shall apply. The Contractor further agrees to execute any special guarantees as provided by the terms of the Contract Documents and included in Contractors Work, prior to final payment.

Article 9

CONTRACTOR'S OBLIGATIONS

9.1 Contractor binds itself to the Construction Manager such that Contractor's performance of Contractor's Work shall be such as Contractor will meet and comply with all requirements, responsibilities, obligations and restrictions of the Construction Manager under Construction Manager's contract with the Owner.

9.2 Reserved.

9.3 Construction Manager shall not issue or give any instruction, order or directions directly to employees or workmen of the Contractor other than to the persons designated as the authorized representative(s) of the Contractor.

9.4 Liquidated damages for delay, if provided for in the Contract Documents, may be assessed against the Contractor to the extent caused by the Contractor or any person or entity for whose acts the Contractor may be liable. The Construction Manager shall make no demand for liquidated damages in any sum in excess of the amount specifically named in this Agreement or the Contract Documents. This provision does not preclude any claim the Construction Manager may have for direct damages under law.

9.5 The Contractor will furnish those temporary facilities and services required by the Contractor, including but not limited to, drinking water, office and any other shelter, engineered layout, necessary temporary construction utilities including hook-ups, items not specifically identified as Construction Manager-furnished items in Article 9, and as noted in paragraph 2.2. Adequate storage area, if available, will be allocated by the Construction Manager for the Contractor's materials and equipment during the course of the Project. The Contractor is responsible for safe and secure storage of materials and equipment, including enclosures and/or containers to be located onsite.

9.6 Reserved.

9.7 The Construction Manager shall have no obligation to make payment to Contractor for its work hereunder until Construction Manager has received payment therefore from Owner or its agent.

Article 10

TERMINATION

10.1 Should the Contractor fail at any time to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Contractor's Work with promptness and diligence, or fail to promptly correct defective work or fail in the performance of any of the agreements herein contained, the Construction Manager may, at its option, perform the Contractor's obligations and utilize the Contractor's equipment and materials on the job site in connection therewith. The Construction Manager may provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Agreement.

10.2 If the Contractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Contractor's Work with promptness and diligence, or cause by any action or omissions the stoppage

or interference with the work of the Construction Manager or other trade contractors, or fail in the performance of any of the covenants herein contained, or in any other agreement between Contractor and Construction Manager, or be unable to meet its debts as they mature, the Construction Manager may at its option at any time after serving written notice of such default with direction to cure in a specific period, but not less than two (2) working days, and the Contractor fails to cure the default, terminate the Contractor's employment by delivering written notice of termination to the Contractor. Thereafter, the Construction Manager may take possession of the plant and work, materials, tools, appliances and equipment of the Contractor at the building site, and through himself or others provide labor, equipment and materials to prosecute Contractor's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Contractor's failure to perform, from any money then due or thereafter to become due to the Contractor under this Agreement. Such charges and expenses shall include the time spent by Construction Manager's administrative personnel including without limitation company executives and Project Managers.

10.3 If the Construction Manager so terminates the employment of the Contractor, the Contractor shall not be entitled to any further payments under this Agreement until Contractor's Work has been completed and accepted by the Owner and Construction Manager with respect thereto and Construction manager has received payment for such Work from Owner. In the event that the cost of completion and other charges provided in paragraph 10.2 above exceed the balance due to the Contractor, the Contractor agrees promptly to pay the difference to the Construction Manager.

10.4 Construction Manager shall have the right to terminate this Contract with no further obligation to Contractor beyond fair compensation for such Contractor's actual services rendered through the date of termination if (a) Contractor files for protection under the federal bankruptcy laws or if any involuntary bankruptcy proceeding is filed against it which is not dismissed within 10 days after filing; (b) Contractor makes a transfer or assignment of its assets for benefits of creditors; (c) the Owner requires Construction Manager to remove Contractor from the Project; or (d) the Owner terminates its contract with the Construction Manager for any reason, with or without cause.

Article 11

CLAIMS

11.1 The Contractor shall make all claims in writing to the Construction Manager not later than the last day of the calendar month following that in which the claim originated.

11.2 All claims, disputes and other matters arising out of, or relating to, this Agreement or the breach thereof where the claimant seeks to recover less than Two Hundred and Fifty Thousand Dollars ($250,000)(not including interest and attorney's fees) shall be decided through arbitration in accordance with the Construction Industry Arbitration Rules of American Arbitration Association then in force, as modified herein, unless the parties mutually agree otherwise. All claims, disputes and other matters where the claimant seeks more than Two Hundred and Fifty Thousand Dollars ($250,000) (not including interest and attorney's fees) arising out of, or relating to, this Agreement or the breach thereof shall be decided through litigation commenced and pursued in the Circuit Court of St. Louis County, Missouri. The prevailing party in any such arbitration or court action shall be entitled to recover its attorneys' fees, expert witness fees, investigation costs and related expenses from the other party.

11.3 Should the Construction Manager enter into arbitration or litigation with the Owner or others regarding disputes arising out of or relating to this Agreement, the Contractor consents to being joined as a party to such arbitration or litigation. Contractor shall be bound by the result of any arbitration or litigation to the same degree as the Construction Manager.

11.4 Contractor represents, warrants, stipulates, and agrees that it is solely and exclusively in charge of and responsible for its own equipment, scaffolds, working structures and machinery, and is solely and exclusively responsible for the maintenance and safe working operations and conditions of said equipment, scaffolds, working structures and machinery. Contractor represents, warrants, stipulates, and agrees that it is solely and exclusively responsible for notifying its employees of the proper and safe utilization of all equipment, scaffolds, working structures and machinery; for notifying its employees of safe operating conditions and procedures, and that Construction Manager does not assume any responsibility for any such equipment, scaffolds, working structures or machinery, or such notification.

11.4.1 Contractor hereby represents, warrants, stipulates, and agrees that any and all equipment, scaffolds, working structures and machinery furnished by Contractor and/or used by Contractor's employees are in compliance with, and at all times will be kept in compliance with, any and all applicable federal, state, and local laws, ordinances, regulations, statutes, codes and safety standards, including, but not limited to, all of the Rules, Regulations and Safety Standards under the Federal Occupational Safety and Health Act and any applicable state Safety and Health Act. Contractor expressly assumes any and all liability for any and all claims or damages resulting from a violation of any such standards.

11.5 Contractor shall indemnify and hold Owner, Construction Manager and their respective officers, directors, shareholders, members, servants, agents, and employees harmless from any and all liability, penalties, demands, claims, causes of action, expenses, suits, damages or injury of any kind (including the cost of defense, settlement, and attorney's fees, expert witness fees, investigation costs and related expenses), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of any breach by Contractor of any representation, warranty, stipulation or agreement of Contractor hereunder.

11.6 In any action by any employee of Contractor against Construction Manager or Owner under any state or municipal statute or law, Contractor shall assume the defense of such action, retain counsel of Construction Manager's and Owner's choosing, and pay all of the expenses of such defense, whether or not Contractor is obligated to indemnify Construction Manager or Owner under the provisions of Article 6 hereof.

11.7 The Contractor shall carry on Contractor's Work and maintain its progress during any mediation or litigation .

Article 12

PREVAILING LAW

12.1 This Agreement shall be governed by the laws of the State of Missouri.

Article 13

INVALID PROVISION

13.1 If any provision of this Agreement or the application thereof to any parties hereunder or any other persons shall to any extent be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or such persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Article 14

DEFINITIONS

14.1 As used throughout this Agreement, the following terms and expressions have the meanings and interpretation set forth below.

- "**Agreement**" and "**Contract**" mean this written Trade Contract executed between Construction Manager and Contractor.
- "**Construction Manager**" means the entity identified as such on the face page of this Agreement.
- "**Contractor**" means the entity identified as such on the face page of this Agreement.
- "**Detail Schedule**" refers to the weekly look-ahead schedule providing greater detail to the work to be performed in the Project Schedule.
- "**Estimate**" refers to the Contractor's estimate of Work completed to date, as submitted monthly to the Construction Manager for review and approval.
- "**Exhibit**" refers to additional requirements as attached to this Agreement.
- "**Final Acceptance**" refers to the Owner's complete and final acceptance of the Project as a whole.
- "**Final Payment**" refers to the payment based on the Contractor's final Estimate, including only the sum of the reserved balance from previous payments.
- "**Owner**" refers to the entity identified as Owner on the face page of this Agreement.
- "**Project Schedule**" means the overall schedule identifying all scopes of work for the entire Project, including the Work provided by Contractor.
- "**Site**", "**Worksite**" and/or "**Jobsite**" refer to Owner's premises.
- "**Contractor**" means the entity identified as such on the face page of this Agreement.
- The "**Work**" shall mean all services, labor, material, equipment and actions necessary for the Contractor's performance of this Agreement. In certain context, the Work may also include the entire completed construction or the various separately identifiable parts thereof required to be performed or furnished in accordance with this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE WHICH MAY BE ENFORCED BY THE PARTIES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

«CONTRACTOR_NAME»

By_____ Date_____

*Printed Name:*_____

*Title:*_____

POETTKER CONSTRUCTION COMPANY,
CONSTRUCTION MANAGER, AS ASSIGNEE OF THE OWNER

By_____ Date_____

*Printed Name:*_____

*Title:*_____

PARKWAY SCHOOL DISTRICT,
OWNER

By_____ Date_____

*Printed Name:*_____

*Title:*_____

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. Bid Bond: AIA A310
   3. Performance and Payment Bond: AIA A312
   4. Owner's Standard Schedule of Values Form
   5. Owner's Standard Application for Payment Form
   6. Substance Abuse and Safety Program Supplier/Vendor/Visitor Acknowledgement Form
   7. OSHA 10-Hour Construction Safety And Health Training Log Form
   8. Affidavit of Compliance With the Prevailing Wage Law
   9. Affidavit of Record Document Completion
   10. Asbestos and Lead Based Paint Notification to Contractors
   11. Notification of Asbestos and Lead Based Paint Containing Materials Contractor Acknowlegment
   12. Certificate of Visual Inspection
   13. Certificate of Insurance Form and minimum coverages.

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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User Notes: (1333211764)

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.)

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.

§ 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.

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User Notes: (1852984154)

.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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User Notes: (1852984154)

§ 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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User Notes: (1852984154)

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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User Notes: (1479633786)

.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.)

PN212501B – Carman Trails Elementary School – Building Renovations and Site Improvements

PN012501B – Barretts Elementary School – Building Renovations and Site Improvements
Bid No. 27-27

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.

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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§ 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.

§ 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: (1665819750)

§ **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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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
PN212501B – Carman Trails Elementary School – Building Renovations and Site Improvements

PN012501B – Barretts Elementary School – Building Renovations and Site Improvements

Carman Trails Elementary School
555 Weidman Road
Manchester, Missouri 63021

Barretts Elementary School
1780 Carman Road
Manchester, Missouri 63021

Bid No. 27-27

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

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

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

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

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

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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)
Obligee 1:
Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017

Obligee 2:
Poettker Construction Company
Construction Manager: As Assignee of Owner
400 South Germantown Road
Breese, Illinois 62230

CONSTRUCTION CONTRACT
Date:
Amount: $ 0.00
Description:
(Name and location)
PN212501B – Carman Trails Elementary School – Building Renovations and Site Improvements
PN012501B – Barretts Elementary School – Building Renovations and Site Improvements

Carman Trails Elementary School
555 Weidman Road
Manchester, Missouri 63021

Barretts Elementary School
1780 Carman Road
Manchester, Missouri 63021

Bid No. 27-27

BOND
Date:
(Not earlier than Construction Contract Date)

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

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

SURETY
Company: *(Corporate Seal)*

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

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

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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:)

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User Notes: (2004381026)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

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

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User Notes: (2004381026)

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)
Obligee 1:
Parkway School District
455 North Woods Mill Road
Chesterfield, Missouri 63017

Obligee 2:
Poettker Construction Company
Construction Manager: As Assignee of Owner
400 South Germantown Road
Breese, Illinois 62230

CONSTRUCTION CONTRACT
Date:
Amount: $ 0.00
Description:
(Name and location)
PN212501B – Carman Trails Elementary School – Building Renovations and Site Improvements

PN012501B – Barretts Elementary School – Building Renovations and Site Improvements

Carman Trails Elementary School
555 Weidman Road
Manchester, Missouri 63021

Barretts Elementary School
1780 Carman Road
Manchester, Missouri 63021

Bid No. 27-27

BOND
Date:
(Not earlier than Construction Contract Date)

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

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

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

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

Init.
/
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User Notes: (928330617)

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

(Paragraphs deleted)(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:)*

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User Notes: (928330617)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

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

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User Notes: (928330617)

SCHEDULE OF VALUES - CONTINUATION SHEET

PAGE NO: 1 TO:

FROM: 0
0
0

APPLICATION NUMBER: 0

PERIOD TO: 1/0/1900

PROJECT NO.: 0

CONTRACT NO.: 0

PROJECT NAME: 0

CONTRACT FOR: 0

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETE AND STORED TO DATE (D+E+F)	% GC	BALANCE TO FINISH (C-G)	RETAINAGE 5%
			PREVIOUS APPLICATIONS	THIS APPLICATION					
				WORK IN PLACE	STORED MATERIALS				
001	Project Closeouts	-				-	#DIV/0!	-	-
						-	#DIV/0!	-	-
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Contract Totals or Page 1 Total		$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -	$ -

Application and Certificate for Payment

TO: Poettker Construction Company	PROJECT NO.:		APPLICATION NO:
400 S Germantown Rd.	PROJECT NAME:		
Breese, IL 62230			PERIOD TO:
FROM:	ARCHITECT:		CONTRACT FOR:
			CONTRACT DATE:
			CONTRACT NO.:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Schedule of Values - Continuation Sheet is attached.

1. Original Contract Sum		
2. Net Change by Change Order	$	-
3. Contract Sum to Date (Line 1 & 2)	$	-
4. Total Completed & Stored to Date (Column G on SOV)	$	-
5. Retainage		
a. 5 % of Completed Work (Column D + Column E on SOV)	$ -	
b. 5 % of Stored Material (Column F on SOV)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of SOV)	$	-
6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	$	-
7. Less Previous Certificates for Payment (Line 6 from prior certificates)	$	-
8. Current Payment Due	$	-
9. Balance to Finish, Including Retainage (Line 3 less Line 6)	$	-

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

CONTRACTOR:

By: _____ Date: _____

State of

County

Subscribed and sworn to before me this day of

Notary Public _____

My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of the thier knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . .

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

CONSTRUCTION MANAGER

By: _____ Date:

ARCHITECT

By: _____ Date:

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS:	$0.00	$0.00
NET CHANGES BY CHANGE ORDER:	**$0.00**	

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.

AFFIDAVIT
RECORD DOCUMENT COMPLETION

Before me, the undersigned Notary Public, in and for the County of _____, in the State of _____, personally came and appeared (Name), _____-(Title)_____ of the (Name of Company)_____ (a corporation)(a partnership)(a proprietorship) and after being duly sworn did depose and say that the Record (Drawings)(Specifications) have been marked-up in the Owner's electronic document management system with all known as-constructed variations from the Bid Documents, with the exception of those variations officially issued in the form of sketches, drawings, or specification changes by the Architect and Owner through Supplemental Instructions, Change Directives, or Change Orders, which variations have been completed by the Architect in the performance of their contractual services to the Owner, as required in the Specifications for the Project known as:

(Owner's Project Number)_____

(Project Title)_____

(Project Facility Name)_____

Signature: _____ Date: _____

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

My commission expires _____ , _____

Notary seal and signature:

ASBESTOS AND LEAD BASED PAINT
NOTIFICATION TO CONTRACTORS
At
Parkway School District
Building: *#*, *Name of Building/School*
Address of Building/School
Address of Building
Date

Contact Name
Name of Contractor
Address
Address

Dear *Contact Name*:

As a contractor for the Parkway School District (PSD), your employees and subcontractors have access to and will be working in the PSD building (*School Name*) All PSD buildings, except for Early Childhood North, Southwest Middle and Oakbrook Elementary contain some amount of asbestos containing building materials. All Parkway School District Buildings built in or previous to 1978 were tested for the presence of lead based paint. In compliance with U.S. Environmental Protection Agency asbestos notification requirements (40 CFR 763.84), and the Lead Renovation Repair and Painting Rule (40 CFR 745) the PSD is submitting this notification package to *Name of Contractor*. Attached is the *Name of Building/School* asbestos and lead based paint information package for you to review with your employees and subcontractors prior to beginning work in *Name of Building/School*. The asbestos materials identified in this notification are for interior building materials only. Exterior and inaccessible building materials may not have been sampled or identified as asbestos or lead containing. Should exterior or hidden suspect building materials be encountered, work in this area should not begin until additional sampling and materials identification is performed by PSD. This package includes asbestos and lead based paint summary sheet(s) for *Name of Building/School* and the Contractor Notification Signature Sheet that must be signed by all *Name of Contractor* personnel and subcontractor personnel that will be working at *Name of Building/School*. Each employee must sign the signature sheet to be able to conduct work in the buildings. Employees are required to sign signature sheet only one time.

Asbestos & Lead Based Paint Notification
Name of Contractor
Name of Building/School
Date

Asbestos and lead based paint materials denoted on the asbestos and lead based paint summaries are not to be disturbed. Only Certified Lead Renovators can perform work with lead based paint using approved renovation, repair and painting practices. If your employees should discover any disturbed asbestos containing materials or lead based paint; or if they disturb these materials while they are in the building; all work must stop and *Name of Contractor* must notify me (573-201-5067) immediately. Additional notification must be made to the district construction supervisor or maintenance supervisor that manages the project. If your employees discover a material that they are unsure of its asbestos or lead based paint content, they must not disturb it without authorization form PSD.

Original signed signature sheets must be submitted to the District Construction Supervisor on a weekly basis. Copies of the signature sheet may be made as needed for each successive week. A copy of the signature sheet and the asbestos and lead based paint material summaries must be available on site during any work within a specific building so that *Name of Contractor* employees, subcontractor employees, and PSD can review them at any time. PSD reserves the right to review these documents when *Name of Contractor* employees or subcontractors are working in a building. If these documents are not available, or *Name of Contractor* personnel working in the building have not signed the signature sheet, PSD can stop work until the required documents and signatures are available. If you have any questions concerning the asbestos and lead based paint summary sheets or the contractor notification signature sheets that we have included in this package please call me at 314-415-8260.

Stephanie Kline-Tissi, ASP
Safety Manager, District Operations
Parkway School District
Phone: 314-415-8260
24-Hour Emergency Number: 314-415-8200

CONTRACTOR NOTIFICATION OF ASBESTOS AND LEAD BASED PAINT CONTAINING BUILDING MATERIALS

Retain Copy in Asbestos Files

Month Ending Date: _____

Company Name: _____*Name of Contractor*_____.

Parkway Building: _____*Name of Building/School*_____

Name & Title of
Company Representative: _____*Name of Contact*_____

Type of Work to be Performed: *Type of Work to be Performed* Bid No. *Project #*

I have reviewed the Asbestos information for *Name of Building/School* and have been advised of the types and locations of asbestos materials that I may potentially come into contact with while performing my work. I have been given the opportunity to review the Asbestos Management Plan for this facility, if requested. I will perform my work without disturbing the asbestos containing materials or will inform the Construction Supervisor and the Asbestos Program Manager if unable to do so. In such case, the Asbestos Program Manager will give instructions as required prior to any work that may potentially disturb asbestos-containing materials. If asbestos-containing materials are inadvertently disturbed or if disturbed materials are discovered, work will cease immediately, and the Construction Supervisor and Safety Manager, Stephanie Kline-Tissi (573-201-5067) will be contacted. The Construction or Maintenance Supervisor managing the project will also be contacted if the Parkway supervisor is not available.

COMPANY NAME	**PRINTED NAME & SIGNATURE**	**DATE**
_____	_____	_____
	_____	
_____	_____	_____
	_____	

Asbestos & Lead Based Paint Notification
Name of Contractor
Name of Building/School
Date

COMPANY NAME	PRINTED NAME & SIGNATURE	DATE

CERTIFICATION OF VISUAL INSPECTION

Project Number: _____ Project Name: _____

Building Name: _____

Building Owner: _____

Specific Area: _____

In accordance with customary work practices, the Contractor hereby certifies that he has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, decontamination unit, sheet plastic, etc.) and has found no dust, debris, or residue.

By: (Signature) _____ Date: _____

(Print Name) _____ Title: _____

Company Name: _____

OWNER REPRESENTATIVE'S COMPLETION OF VISUAL INSPECTION __ Pass __Fail

The Owner's Representative has performed a visual inspection in accordance with ASTM E1368-14 and hereby verifies that he has visually inspected the work area (all surfaces including pipes, beams, ledges, walls, ceiling and floor, decontamination unit, sheet plastic, etc.) and has found no dust, debris, or residue.

___ The contractor will apply a lock down encapsulant and clearance will be ran when dry

___ Lockdown encapsulation is not being applied - clearances to be ran now

Clearance sampling to be performed: __ Visual Inspection Only __ In-Progress __ TEM __ PCM-5 __ PCM-2

Comments: _____

_____

_____

By: (Signature) _____ Date: _____

(Print Name) _____ Time: _____

Client#: 10295 POETTKER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
Insurance Agent's Name Insurance Agent's Mailing Address Insurance Agent's City, State & Zip	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Subcontractor's Name Subcontractor's Address Subcontractor's City, State, Zip	INSURER A : Insurance Company Name	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY**			**Policy Number**	**Eff Date**	**Exp Date**	EACH OCCURRENCE	$**1,000,000**
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$**50,000**
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$**5,000**
							PERSONAL & ADV INJURY	$**1,000,000**
							GENERAL AGGREGATE	$**2,000,000**
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$**2,000,000**
	POLICY X PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**			**Policy Number**	**Eff Date**	**Exp Date**	COMBINED SINGLE LIMIT (Ea accident)	$ **1,000,000**
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X HIRED AUTOS							$
	X NON-OWNED AUTOS							$
A	X **UMBRELLA LIAB** X OCCUR			**Policy Number**	**Eff Date**	**Exp Date**	EACH OCCURRENCE	$**2,000,000**
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$**2,000,000**
	DEDUCTIBLE							$
	RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			**Policy Number**	**Eff Date**	**Exp Date**	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N/A					E.L. EACH ACCIDENT	$**1,000,000**
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$**1,000,000**
							E.L. DISEASE - POLICY LIMIT	$**1,000,000**

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

RE:

Poettker Construction Company, owner and architect/engineer are added as additional insureds on a primary
(See Attached Descriptions)

CERTIFICATE HOLDER

Poettker Construction Company
400 South Germantown Road
Breese, IL 62230

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

and non-contributory basis including completed operations, under all policies listed above except Workers Compensation and Employers Liability. A waiver of subrogation applies in favor of Poettker Construction Company, owner and architect/engineer under all policies listed above where permitted by law.

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)

PN212501B – Carman Trails Elementary School – Building Renovations and Site Improvements
PN012501B – Barretts Elementary School – Building Renovations and Site Improvements

Carman Trails Elementary School
555 Weidman Road
Manchester, Missouri 63021

Barretts Elementary School
1780 Carman Road
Manchester, Missouri 63021

Bid No. 27-27

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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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1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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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, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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.

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§ 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 and the Architect's consultants 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 mail, by courier, 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 certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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.

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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 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, 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 in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 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.

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a 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 approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary 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 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

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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 Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the 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 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

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 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. 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.

§ 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.

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§ 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 and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect 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 or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction 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 Architect's approval. The Architect'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 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.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall 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.

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§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate 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 is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall 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,

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whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy 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 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 at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 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 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 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.

§ 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 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,

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provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The 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.

§ 4.2 Administration of the Contract

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

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

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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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 Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The 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 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.

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§ 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 Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable 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. 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.

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§ 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 and waiver of subrogation.

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

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

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces 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 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.

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§ 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.

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

§ 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;

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect 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 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.

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§ 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.

§ 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 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 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, 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 Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect 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 Architect, but not yet included in Change Orders.

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§ 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.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, 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 Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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.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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and 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 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors 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 and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any 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.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of 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 will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; 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 on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in 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.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (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, (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 reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, 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 Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.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.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall 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.

§ 10.2.5 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.

§ 10.3.2 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.

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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.

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.

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§ 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.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 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. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

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§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 to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 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.

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§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction 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 place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make 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.

§ 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 Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after

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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 Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, 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 Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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 Work 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.

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§ 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 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.

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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.

§ 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 requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 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.

§ 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

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.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 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 mediation 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 mediation and 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 mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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SECTION 011010
PROJECT SUMMARY - BID PACKAGES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 INSURANCE, DESIGNATED PURCHASER

A. Owner and Contractor shall purchase and maintain insurances as indicated by Sections 005000 Agreement and 007000 General Conditions.

1.03 SUMMARY

A. Section Includes:
   1. Project Information
   2. Work covered by Contract Documents
   3. Sequence of Work
   4. Phased Construction
   5. Access to site.
   6. Coordination with occupants
   7. Work restrictions
   8. Specification and drawing conventions.

1.04 PROJECT INFORMATION

A. Project Identification: Parkway Schools Building Renovations and Site Improvements – Barretts Elementary School (BRT) and Carman Trails Elementary School (CMT)

B. Project Location:
   1. Barretts Elementary School (BRT): 1780 Carman Rd., Manchester, MO 63021 – Parkway Project No. PN012501B
   2. Carman Trails Elementary School (CMT): 555 S. Weidman Rd., Ballwin, MO 63021 – Parkway Project No. PN212501B

C. Owner:
   1. Parkway Schools
      363 N. Woods Mill Road,
      Chesterfield, MO 63017
      Owner's Representative: Emir Kalkan, Project Manager

D. Construction Manager:
   1. Poettker Construction Company
      400 S. Germantown Road
      Breese, IL, 62230
      Construction Manager Representative: Ben Evelsizer, Pre Construccction Manager

E. Architect:
   1. Bond Architects
      222 South Central Ave, Suite 501
      St. Louis, MO 63105
      Architect Representative: Sue King

F. Project Description:

1. **BRT:** Barretts Elementary School – Site improvements include parking lot pavement replacement, new storm sewer infrastructure, curb and sidewalk replacement, drainage improvements through regrading, and replacement of exterior concrete stairs. Alternate work includes replacement of cast-in-place basement stairs. Building improvements include replacement of exterior storefront systems, doors, and frames. Work also includes required asbestos and lead-based paint abatement associated with the project scope.
2. **CMT:** Site improvements include replacement of parking lots, drives, sidewalks, ramps, curbs, and stormwater infrastructure, along with civil infrastructure for new playground areas, decorative aluminum fencing, and gates. Building improvements include replacement of exterior doors and cafeteria modifications to improve ADA accessibility, including slab infill, flooring, finishes, and associated electrical and low-voltage work. Work also includes required asbestos and lead-based paint abatement associated with the project scope.

1.05 DESCRIPTION OF WORK

A. The contract work is to be performed in strict accordance with the drawings and specifications herein enumerated.

B. This project consists of work at two separate campus locations. Unless specifically noted otherwise, the scope of work described within each bid package applies to both campuses where that trade's work is required. Each bid package will be awarded to a single contractor responsible for performing the applicable work across all project locations. Contractors shall thoroughly review the contract documents for both campuses and include all labor, materials, equipment, coordination, and incidental work necessary to provide a complete scope for each location where their work is indicated. Failure to account for work at any campus shall not relieve the awarded contractor of its obligation to provide a complete and fully functional installation in accordance with the contract documents.

C. Bid Categories: The bidding documents consider the preparation of bids for specific portions of the work separated by bid package. Each bid package covers the contract work for various bid categories summarized below. The scope of work for each bid package includes furnishing any and all materials, equipment and labor necessary, inherent or incidental, to fulfill the requirements summarized below and in accordance with the drawings and specifications as described herein. A bid proposal may be submitted for any one bid package referenced herein.

D. Project Specific Notes: Unless noted otherwise, each Bid Package scope of work described herein applies to the work at both BRT and CMT. Items prefaced with “BRT:” apply only to Barretts Elementary School. Items prefaced with “CMT:” apply only to Carman Trails Elementary School. Project specific notes are provided for clarification and do not limit the scope of work required by the Project Documents for either school.

1.06 GENERAL PROVISIONS ALL BID CATEGORIES

A. The following conditions are hereby incorporated into each and every bid package:
1. Each Contractor shall review all drawings to verify and confirm work involved within each Bid Package. Drawings are to be bid on and used as a whole; base bid should not rely on select drawings. It is the responsibility of each Contractor to become familiar with all Bid Packages and all Project Documents included in the project and identify any discrepancies of misunderstanding that may exist prior to issuance of respective bids.
2. Each Contractor shall be knowledgeable of and responsible for all project documents and the effect and relationship each Bid Package scope of work has on the other Bid Packages to ensure proper, timely and adequate interfaces.
3. Each contractor shall provide a bid security of ten percent (10%) of the bid as a Bid Bond or a Cashier’s Check. Any bid submitted without a bid security may not be accepted.
4. By submitting a Bid, each Contractor acknowledges and agrees that if an item or work is specified in any of the sections that pertain to the awarded Bid Package, it is included by that Contractor.
5. In each Bid Package the term “Provide” shall be defined as “Furnish and Install” unless specifically noted otherwise.

6. Each Contractor shall provide complete submittal packages for all materials installed under their bid package for review and approval by the Architect/Engineer before work begins. All deliverables shall be uploaded to Procore. Submittals shall be broken down into individual documents as specified in the submittal log found in Procore. Submittals shall be submitted within fourteen (14) business days from contract award unless otherwise agreed upon by the Construction Manager.
7. Each Contractor shall maintain complete as-built drawings of all systems installed under their awarded Bid Package/Contract. These drawings shall be kept in the construction trailer, updated weekly, and made available for inspection at any time..
8. Each Contractor shall provide necessary labor, materials, tools, supervision, taxes (excluding state sales tax), insurance, equipment, placing, hoisting, scaffolding, protection, storage containers, transportation, permits (if not provided by Owner), licenses, fees, inspections necessary to perform and complete the work specified in their awarded Bid Package.
9. Each Contractor shall obtain and pay for permits, licenses, inspections and utility-provider charges required for its Work except permits expressly identified as furnished by the Owner or Construction Manager in the bidding documents.
10. All work is to be performed in accordance with current codes and standards, i.e. federal, state and local codes/ordinances.
11. Each Contractor shall provide a performance and payment bond. Bonds shall be obtained and presented to the Construction Manager prior to the execution of the Contract.
12. Each Contractor shall provide all layouts, including engineered layouts, required to complete their work under an awarded Bid Package. For site related work, each Contractor shall be responsible for layout and control work from established controls. If applicable, once the building pad is cut, building corners and a benchmark will be established by the Construction Manager.
13. Unless specified otherwise, the **Construction Manager** shall provide general use dumpsters/trash containers for general refuse generated as a result of the work of this project. All Contractors shall break down boxes/packaging materials prior to placing them in a dumpster or trash container.
14. Each Contractor shall clean its own work areas daily, remove its debris to the designated containers or off-site disposal, and keep access and egress paths clear throughout its operations. The **Construction Manager** shall provide common-area housekeeping for incidental shared-area refuse, not source cleanup, hazardous-waste removal, bulk-demolition hauling or cleanup of a trade's operations. **General Trades** shall provide professional final cleaning of completed project work areas.
15. Each Trade Contractor shall, immediately prior to turnover and acceptance, remove all stickers, protective films, packaging materials, and other temporary or protective coverings from their installed work. This preparation is required to ensure all features of work are ready for final cleaning by the **General Trades Contractor**, unless otherwise noted herein.
16. Each Contractor shall be responsible for its own temporary power requirements to complete the work within their Bid Package, including generators if required. Existing outlets may be used only with District/CM approval after circuit capacity and protection are verified. Each Contractor shall provide required distribution, ground-fault protection and special temporary power; maintain building services and locate generators and exhaust away from occupied spaces, air intakes and accessible routes.
17. Any Work claimed by a given trade, or labor union, working under a Contractor's Bid Package shall be provided by that Contractor at no additional cost to the Owner or Construction Manager.
18. Each Bid Package is responsible for any overtime associated with work outside normal working hours required to maintain the construction schedule.

19. All work on site is to be performed safely in accordance with all OSHA standards and the Construction Manager's Published Safety Program. It is the responsibility of each Contractor to inform and educate all personnel working on site of the aforementioned requirements and ensure these policies are enforced each day.
20. Each Contractor shall furnish, install, maintain, and remove all OSHA required safety protection/railings at work under an awarded Bid Package as required.
21. All Contractors are responsible for providing adequate fall protection systems for crews working under each respective scope of work.
22. Each Contractor shall provide necessary labor for all work jurisdictionally claimed by building trades in its employ for the work integral to the Bid Categories.
23. Each Contractor shall provide and remove temporary fencing, barricades, partitions, and other protective measures required to secure and segregate its work areas from occupied facilities, public access areas, and the work of other contractors. Such measures shall be provided as necessary to maintain safety, security, and uninterrupted operation of the facility throughout construction.
24. Each Contractor responsible for providing Delegated Design within the project are to provide Professional Liability Insurance for own scope of work.
25. Missouri Prevailing Wage: Each Contractor and its subcontractors shall comply with applicable Missouri prevailing wage requirements and the Annual Wage Order for St. Louis County incorporated into the bidding documents, including applicable occupational titles and payroll, posting and affidavit requirements. Davis-Bacon wage terminology shall not apply unless a separate federal funding requirement is expressly identified in the Contract Documents.
26. Each Contractor shall assist in the coordination of testing (by Owner) required for its scope of work.
27. Each Contractor shall notify the Construction Manager of scheduled inspections during the construction process.
28. All construction traffic to utilize the parking/laydown areas as directed by the Construction Manager. No construction traffic is allowed on other parking lot areas, bus lanes, or alongside adjacent streets without approval by the Construction Manager.
29. Each Contractor shall provide all traffic control measures necessary to perform and protect work required for awarded Bid Package and to protect the public.
30. Contractors are not to have vehicle traffic from 7:30am through 8:40am and 2:30pm and 3:30 pm while students are in attendance.
31. Each Contractor shall be responsible for keeping surrounding streets clean from all mud and debris as a result from the work of their Bid Package.
32. Each Contractor is responsible for repairing any erosion and siltation control measures damaged by own equipment or manpower.
33. Each Contractor shall provide all wall, floor, and roof sleeves as required for work included in an awarded Bid Package, including required fire safing at fire rated walls and floors, and acoustic insulation/caulking at all non-rated sleeve locations/openings. Coordinate any necessary penetrations through foundation, floor, wall, or roof with other Bid Package contractors as required. Each Contractor shall provide size of openings and any sleeves necessary for awarded Bid Package.
34. Each Contractor shall provide penetration firestopping for all penetrations created by their bid package scope of work through rated walls and horizontal assemblies. Firestopping materials and installation shall comply with an approved UL-listed system appropriate for the specific conditions, regardless of plan details.
35. Each Contractor shall provide sleeves and waterproof seals at all exterior wall and roof penetrations.

36. Each Contractor is responsible for safe delivery, staging, and protection for all material related to their awarded Bid Package. Each Contractor is responsible for loading and unloading all material as necessary, as well as lifting material and equipment onto the roof if necessary. Contractors are responsible to receive, unload and set any owner supplied material that is a part of the scope of work and bid package.
37. All material and equipment shown, noted, or otherwise indicated to be salvaged must be removed diligently and stored in a location for re-use as determined by Construction Manager.
38. Each Contractor performing excavation shall be responsible for the removal and hauling of excavated spoils to an on-site stockpile location as directed by the Construction Manager. If on-site stockpiling is not feasible, the Contractor shall be responsible for the off-site removal and proper disposal of all excavated materials.
39. By submitting a Bid, each Contractor acknowledges and agrees that if an item or work is specified in any of the sections that pertain to the awarded Bid Package, it is included by that Contractor.
40. Each Contractor shall use caution around existing and new finishes and must provide protection as needed to avoid property damage. Each Contractor shall correct any damages to existing/new finishes resulting from its work. All existing building features, structures, site features and landscaping not shown to be altered or removed, including but not limited to, pavement, drives, storm drainage, utilities, lawn areas, ground cover, etc. which are damaged or destroyed during the course of the work shall be repaired or replaced to the Owner's satisfaction without additional cost to the Owner, Architect, or Construction Manager. The awarded Bid Package Contractor shall be responsible for damages caused by its own forces or any subcontractor, sub-subcontractors, or suppliers.
41. Each Contractor shall attend Pre-installation meetings for critical activities associated with its scope of work. Reference Section 014000 - Quality Requirements for schedule of critical activities.

1.07 SPECIAL CONDITIONS

A. The Scope of Work in each bid package includes the following Special Conditions in addition to all work shown or described in the individual Bid Packages and shown in the Project Documents. The following items are to be included within the bid of each Contractor and will subsequently be considered part of all awarded Contracts.
   1. It is the responsibility of each Contractor bidding this project to become familiar with all Bid Packages included in this project as well as all the Project Documents.
   2. If the term "General Contractor" is found in the contract documents, it is understood that it refers to the individual Contractor performing the work of the specified Bid Package.
   3. It is understood by all bidders there is not a "General Contractor" overseeing the work of this project. As such, all Contractors shall coordinate with each other to ensure all building systems are coordinated properly.
   4. All work to be governed and controlled by applicable federal, state, and local requirements for air pollution and disturbance of surrounding areas.
   5. Each Contractor shall be responsible for locating existing utilities prior to starting any ground disturbance activities. Any and all fees associated with utility location services shall be include in the base bid of applicable bid packages.
   6. If a Contractor should find it necessary to work over the weekend, they are to notify the Construction Manger prior to 4:00 PM on the Thursday before the weekend to be worked.
   7. The storage of materials and equipment at the site shall be permitted only to the extent approved in advance by the Construction Manager in conformance with the limit established by any local ordinances and laws. If materials and equipment stored obstruct the progress of any portion of the work, they shall be removed or relocated by the respective Contractor as may be directed by the Construction Manager, without reimbursement of cost.
   8. Location for Contractor's plant, tools, storage containers and equipment shall be approved in advance by the Construction Manager.

9. Each Contractor shall be represented at the site by a competent full-time superintendent/foreman from the beginning of its work until acceptance unless otherwise instructed by the Construction Manager. On-site representative shall have the authority to make decisions and/or clarifications regarding the awarded scope of work.
10. The Architect/Owner and its representatives shall at all times have access to the work whether it is in preparation or in progress and each Contractor shall provide proper and safe facilities for such access and inspections or testing.
11. Each Contractor's allowable mark-up on change order work shall be limited to the following:
    a. Fifteen percent (15%) for work to be performed (labor and/or material) by contractor's own employees.
    b. Five percent (5%) for work to be performed by each subcontractor tier.
    c. One percent (1%) for increase in bond.
    d. One percent (1%) for increase in insurance.
    e. Total mark-ups shall not exceed twenty-five percent (25%), regardless of the number of tiers of subcontractors or sub-subcontractors involved.
    f. The above markups constitute full compensation for overhead and profit associated with the change order work. No additional markups or indirect costs shall be allowed.
    g. Overhead shall be deemed to include, but not be limited to, small tools and consumables, hand tools, pickup trucks and vehicles, fuel, travel and mileage, project management, estimating, accounting, clerical support, communications, computers and software, temporary office expenses, safety administration, and all other indirect costs associated with performing the Work.
12. Each Contractor shall review subsurface and existing-condition information made available with the bid documents and comply with the layout/control responsibilities in the General Provisions above. Promptly notify the Construction Manager of materially differing concealed or subsurface conditions before disturbing them further; administer such conditions under the Contract provisions.
13. Temporary toilets will be provided by the Construction Manager.
14. Each awarded Bid Package Contractor shall attend weekly job progress and coordination meetings with the Construction Manager when Contractor is listed on the 4-week lookahead schedule. If a Contractor fails to attend the weekly jobsite meetings as scheduled, the Construction Manager at his/her discretion may back charge the Contractor $500.00 per each occurrence. Also, if a Contractor fails to attend the weekly meeting, they will waive all rights for future claims on items discussed and agreed to in the meeting.
15. Since this is an open site, every effort must be made to close up all excavations on the same day they are started. However, if an open excavation cannot be backfilled on the same day, the responsible Contractor shall protect the general public by utilizing safety barricades as outlined in OSHA standards and the Construction Manager's Safety program including but not limited to perimeter snow fence, covering the opening, etc. This protection must be maintained throughout the excavation and backfill period and in place at the end of each working day. The cost for this shall be included in the Contractor's bid.
16. Out of sequence work requested by the Owner, Architect or Construction Manager to meet job occupancy requirement or to allow beneficial use of the building to the Owner is included in the respective Contractor's bid. No change orders will be issued for out of sequence work.
17. Each Contractor shall provide daily work tickets for approval by Construction Manager's on-site Superintendent for any authorized extra work. Failure to provide such tickets may result in the Contractor performing such work at its own risk for no additional cost.

18. Each Contractor will be required to provide adequate resources, including work overtime, at its own expense, in order to maintain the project schedule and milestones established herein. The Construction Manager's 4-week look ahead schedule shall be reviewed at weekly progress meetings, upon conclusion of each meeting, if no comments or corrections were requested by the Contractor, the Contractor accepts the durations on the 4-week schedule and shall meet these performance commitments. Contractors will also be required to work overtime, at their own expense, to make up for delays or failure to meet performance commitments.
19. Each Contractor shall coordinate the work of their Bid Package with the work of other Bid Packages so that all work is completed in accordance with the Project Documents and the project schedule is maintained. Rework that is required due to insufficient coordination with other contractors will be performed at the Contractor's expense.
20. All Contractors shall perform their work in such a manner, and in such a sequence that is most beneficial to the overall project. The Construction Manager may direct the sequence of the work at no additional cost.
21. Each Contractor shall provide Safety PPE for all workers on site under its Contract as required by OSHA and the Construction Manager's Safety Program.
22. Each Contractor shall provide bidding and construction documents for their own use and the use of any subcontractors. It is the responsibility of each Contractor to keep Construction Documents updated with current revisions, bidding and post bidding addendums, RFIs, ASIs, etc.
23. Each Contractor is responsible for all hoisting and unloading of their material and equipment. Contractors are responsible to receive, unload and set any owner supplied material that is a part of the scope of work and bid package.
24. Each Contractor shall provide cranes/hoists/elevators/manlifts/etc. as needed to complete their scope of work.
25. Notes included in each Bid Package description are for clarification and delineation of the scope of work. Bid Packages are to be considered all-inclusive of the specification sections referenced within each package. Work referenced but not explicitly called out is to be considered part of the respective Bid Packages as required to complete each Bid Package scope of work.
26. Drawing and/or technical specification sections indicated as relating to a specific Bid Package shall in no way limit contractual obligation of the respective Contractors to only those drawings and specification sections listed. Each awarded Bid Package Contract will be based upon and will incorporate the complete Project Documents.
27. Prior to interior concrete saw cutting, contractors shall provide their own floor scan to ensure existing underground utilities are not damaged. Any damage that takes place will be the responsibility of the contractor who damaged the work.
28. Each Contractor shall ensure that all subgrade meets proper compaction in accordance with project requirements prior to the placement of any finish surface, regardless of whether special inspections are specified or performed.
29. Hazardous Materials: Asbestos-containing materials (ACM) and lead-based paint (LBP) have been identified at both schools. Refer to the Barretts Elementary School Abatement Project Information Packet (Revision 1) and the Carman Trails Elementary School Project Information Form prepared by Pinchin, LLC. No Contractor other than the Abatement scope of Bid Package 01 shall disturb identified ACM or LBP. Any suspect material discovered during the work shall be reported immediately to the Construction Manager and work in the affected area shall stop until the material is evaluated.
30. Occupied Facilities: Areas adjacent to the work may be occupied by the Owner during construction. Each Contractor shall maintain safe egress, building security, weather protection and dust control at all times, and shall comply with Owner site security and personnel identification / badging requirements.
31. Work at Multiple Sites: Each Bid Package includes work at both BRT and CMT. Each Contractor shall provide separate mobilizations, supervision, manpower, equipment and site logistics for each school as required by the project schedule.

1.08 BID PACKAGE 01 – GENERAL TRADES

A. **ALTERNATES**

1. Alternates associated with this Bid Package include the following:
    a. A-1: (BRT): Corridor C1X – Remove and replace doors EXD-C1XA and EXD-C1XB, sidelite and frame with new aluminum storefront entrance assembly, including associated abatement, flooring, wall base, transition strip, signage and wall paint touch-up.
    b. A-2: (BRT): Stair 001-EST-008 – Remove and replace surrounding retaining walls and footings in their entirety.
    c. A-3: (BRT): Stair 001-EST-008 – No work at Stair EST-008, including stairs, handrails, surrounding retaining walls, guardrail fence and gates (deduct).
    d. A-4 (CMT): Provide new concrete frost heave slabs at designated door openings within asphalt pavement areas as indicated on Sheet C5.1.
    e. See Section 012300 - Alternates for schedule of alternates.

B. **ALLOWANCES**

1. Allowances associated with this Bid Package include the following:
    a. None at this time

C. **SPECIFICATIONS**

1. Specifications that relate to this bid package include all of Division 00 and Division 01 specification sections and particularly specification sections:
    a. 014113 – Asbestos Abatement Codes, Regulations and Standards
    b. 015139 – Temporary Negative Pressure Air Circulation System
    c. 015726 – Decontamination Units
    d. 015733 – Worker Protection
    e. 017333 – Project Decontamination
    f. 017433 – Work Area Clearance
    g. 024100 – Demolition
    h. 028410 – Hazardous Waste Management
    i. 030100 – Maintenance of Concrete
    j. 031000 – Concrete Forming and Accessories
    k. 032000 – Concrete Reinforcing
    l. 033000 – Cast-in-Place Concrete
    m. 040511 – Masonry Mortaring and Grouting
    n. 054000 – Cold-Formed Metal Framing
    o. 055000 – Metal Fabrications
    p. 055213 – Pipe and Tube Railings
    q. 061000 – Rough Carpentry
    r. 067300 – Composite Decking
    s. 072100 – Thermal Insulation
    t. 072500 – Weather Barriers
    u. 076200 – Sheet Metal Flashing and Trim
    v. 078400 – Firestopping
    w. 079200 – Joint Sealants
    x. 080671 – Door Hardware Schedule
    y. 081613 – Fiberglass Doors
    z. 084313 – Aluminum-Framed Storefronts
    aa. 085113 – Aluminum Windows
    bb. 087100 – Door Hardware
    cc. 088000 – Glazing
    dd. 090561 – Common Work Results for Flooring Preparation
    ee. 092116 – Gypsum Board Assemblies
    ff. 093000 – Tiling

gg. 096500 – Resilient Flooring
hh. 096813 – Tile Carpeting
ii. 099113 – Exterior Painting
jj. 099123 – Interior Painting
kk. 101400 – Signage
ll. 260505 - Selective Demolition for Electrical
mm. 260519 - Low-Voltage Electrical Power Conductors and Cables
nn. 260526 - Grounding and Bonding for Electrical Systems
oo. 260529 - Hangers and Supports for Electrical Systems
pp. 260533.13 - Conduit for Electrical Systems
qq. 260533.16 - Boxes for Electrical Systems
rr. 260533.23 - Surface Raceways for Electrical Systems
ss. 260553 - Identification for Electrical Systems
tt. 262726 - Wiring Devices
uu. 271000 - Structured Cabling
vv. 284600 - Fire Detection and Alarm
ww. 321123 – Aggregate Base Courses
xx. 260553 - Identification for Electrical Systems
yy. 321216 – Asphalt Paving
zz. 321313 – Concrete Paving
aaa. 321723.13 – Painted Pavement Markings
bbb. 323119 – Decorative Metal Fence and Gates
ccc. 323223 – Segmental Retaining Walls
ddd. 329223 – Sodding

D. **SCOPE OF WORK GENERAL**

1. All notes on the plans pertaining to the below scope of work shall be included as part of this bid package.
2. This Contractor shall provide its Work at both BRT and CMT in the site-specific phases and mobilizations identified in the bid-published schedule and logistics plans, including temporary-work relocations and return visits required for completion and turnover. Maintain sufficient resources to meet each school's milestones.
3. All Bid Packages to include all General Provisions and Special Conditions as noted in Articles 1.6 & 1.7 above.
4. This Contractor shall provide all work from the specification sections listed within this Bid Package unless specific exclusions are otherwise noted.
5. This Contractor shall field verify existing conditions prior to the commencement of work. Any discrepancies shall be brought to the attention of the Architect/Engineer/Construction Manager.
6. This Contractor is responsible for dust control and sound control measures required for the execution of this Bid Package scope of work.
7. This Contractor shall clean its work areas daily and place ordinary refuse in CM-provided designated containers; do not leave central debris piles in occupied areas or access routes. Provide separate hauling and lawful disposal of its bulk demolition debris, excavated material and regulated waste as assigned to this Bid Package; do not use Owner dumpsters.
8. Contractor shall take care not to damage previously completed work. Any damage caused to existing building/structures by work of this Bid Package shall be repaired by this Bid Package Contractor.
9. Each Trade Contractor shall be responsible for additional costs associated with work resulting from its use of equipment/material other than that specified in the project documents. Costs for other trade contractors work to accommodate these variations shall be the responsibility of the responsible trade contractor. Approval of shop drawings does not relieve the trade contractor of this responsibility.

E. **GENERAL TRADES**

1. This Contractor shall provide professional final cleaning of completed project work areas at both schools before each scheduled turnover and at final completion; final cleaning is distinct from each trade's daily source cleanup. Work includes but is not limited to cleaning of the floors, wiping down the walls, doors, frames, hardware and window sills, and cleaning the interior and exterior of new windows, storefront and glazing within the work areas.
2. This Contractor shall provide all temporary fire extinguishers and stands for the project in accordance with OSHA guidelines during construction.
3. The **Construction Manage**r shall provide general use dumpsters for all trades throughout each phase of construction, ensuring adequate capacity, timely removal, and replacement to maintain a clean and safe worksite. Each Contractor shall perform daily source cleanup and separate hauling/disposal assigned to it by the General Provisions and its Bid Package. CM general-use containers shall not receive excavated spoils, regulated waste or bulk debris requiring separate disposal.
4. The **Construction Manager** shall provide common-area housekeeping as described in the General Provisions. Each Contractor shall clean and remove debris from its operations daily and continuously maintain clear walkways, access and egress. This Contractor shall provide professional final cleaning under General Trades; common-area housekeeping does not relieve any trade of source cleanup, protection or separate disposal obligations.
5. This Contractor shall furnish, install, and maintain temporary partitions, dust barriers, and other necessary protective measures to segregate work areas from occupied spaces. These barriers shall effectively prevent the migration of dust, dirt, and debris into occupied areas and ensure a safe and secure separation between construction activities and building occupants. Temporary partitions and barriers shall be maintained in good condition for the duration of the work and removed upon completion, with all affected areas cleaned to pre-construction conditions.
6. This Contractor shall provide temporary, secure, weather-tight opening enclosures at all exterior door and window openings from the time of removal (including openings removed under the Abatement scope) until permanent doors, frames, storefront and windows are installed, to maintain building security as required.
7. This Contractor shall provide floor protection for designated access pathways, including corridors and pathways across open spaces, to maintain trade access following installation through final cleaning. Access pathways shall be of sufficient width to accommodate simultaneous two-way (bi-directional) pedestrian traffic through active construction work areas and of adequate durability to protect finished surfaces from damage caused by foot traffic, rolling carts, scaffolding, and ladders, without impeding workflow or compromising safety.

F. **SELECTIVE DEMOLITION (GENERAL)**

1. This Contractor shall provide dumpsters / waste containers for all demolished and abated materials removed during each phase of construction. All waste shall be disposed of in a lawful manner in accordance with local codes and regulations.
2. This Contractor shall provide selective demolition wherever shown, scheduled, or otherwise indicated in the project documents unless specified to be provided by others herein. Contractor shall reference all trade packages for extent of demolition provided by others.
3. Demolition shown on the drawings is a general guide. This Contractor shall field verify and include all selective demolition required to accommodate the new work.
4. This Contractor shall remove existing frames, sidelites, storefront, hardware, non-ACM caulk and exterior finishes at exterior door and window openings to the extent indicated in the project documents, after ACM / LBP components are removed under the Abatement scope, and prepare openings for new work. Contractor shall provide and maintain temporary enclosure to maintain building security until final features of work are in place.

5. **BRT:** At C1W and C1X (Alternate No. 1), after the abatement scope removes the doors, remove the sidelight between doors and the steel frames in their entirety, cut the C-channel at the sidelite sill flush with the concrete floor, remove caulk and prepare the opening for new storefront.
6. **BRT:** At EXD-210, remove the frame and all associated hardware and return hardware to Owner. Brace and protect existing stonework and the opening. Coordinate frame removal with the abatement scope so the lintel is exposed for LBP abatement.
7. **BRT:** Limit demolition of adjacent stud framing, gypsum board and finishes to a maximum of 6 inches beyond the perimeter of each opening, and restore to match existing.
8. **CMT:** Demolish portions of the existing cafeteria ramp, floor finishes, wall base and other items as required for the Cafeteria 800 slab infill. Salvage the existing cafeteria railing and return it to Owner.
9. **CMT:** Disconnect the kitchen equipment in the area indicated and store it on site as directed by Owner. Owner will move the equipment back into place and reconnect it after construction.
10. This Contractor shall remove, salvage, and store all elements within work areas scheduled for re-use wherever shown, scheduled, or otherwise indicated. This Contractor shall provide means of storage for all items scheduled to be salvaged and re-installed.
11. **BRT:** Salvage existing non-defective stone for reuse at areas to be infilled.
12. **CMT:** Salvage door hardware at EXD-800A and EXD-800B for reuse or return to Owner. Salvage and reinstall the existing buzzer, camera and latch at EXD-800A in coordination with the Electrical scope.
13. This Contractor shall protect all existing finishes, fixtures, and structures scheduled to remain to prevent damage during the work. Any damage resulting from construction activities shall be repaired to match existing conditions.
14. This Contractor shall isolate building work from occupied areas with dust-tight barriers, maintain protected access and required egress, and coordinate removal of barriers and restoration of services with the Construction Manager and Owner. Maintain security at replaced exterior openings throughout demolition, abatement and installation.
15. **BRT:** Protect existing roofing, roofing insulation, metal deck, roof edge blocking and gravel stop to remain at window head conditions. Repair any damage caused by the work.
16. This Contractor shall patch existing openings, voids, or unfinished surfaces created by removal or modification of existing work.
17. This Contractor shall selectively remove and re-install suspended ceiling systems as necessary to accommodate new overhead work in areas where ceilings are scheduled to remain, as indicated in the project documents. Perimeter “cut” pads shall remain in place.
18. This Contractor shall remove the existing non-ACM floor finishes, wall base and all associated adhesives where indicated, ensuring the slab is fully prepared for the installation of new floor finishes.

G. **ABATEMENT**

1. The Asbestos Abatement Contractor shall provide all labor, materials, equipment, supervision, and incidentals necessary to perform asbestos abatement in accordance with project documents, applicable regulations, and industry standards. Work shall include, but is not limited to, the removal, handling, transportation, and disposal of asbestos-containing materials (ACM) and lead-based paint (LBP) as identified in the project documents and reports prepared by the Owner’s third-party environmental consultant.
2. This Contractor shall provide sufficient resources, including shift work and overtime, as required to meet the allowed phase durations as outlined in the project schedule provided in section **013216 – Construction Progress Schedule.**
3. This Contractor shall perform all work in strict accordance with Missouri Department of Natural Resources (MoDNR) regulations, U.S. EPA (NESHAP) requirements, and OSHA asbestos standards..
4. This Contractor shall coordinate all activities with the Owner’s environmental consultant and Construction Manager.

5. This Contractor shall provide a competent person/supervisor licensed by the State of Missouri at all times during abatement activities.
6. This Contractor shall maintain proper site controls, including regulated areas, signage, and worker protection measures.
7. This Contractor shall prepare and submit all required asbestos abatement notifications to the Missouri Department of Natural Resources (MoDNR) and St. Louis County, including any required 10-day notifications or waivers.
8. This Contractor shall provide copies of all notifications, revisions, and approvals to the Owner and Construction Manager.
9. This Contractor shall Coordinate with local agencies (if applicable) for additional permitting requirements.
10. This Contractor shall post required permits and notifications on-site at all times.
11. This Contractor shall package, label, transport, and dispose of ACM waste in accordance with all federal, state, and local regulations.
12. This Contractor shall establish containment systems (critical barriers, negative air pressure, decontamination units) as required by project documents.
13. This Contractor shall perform removal, encapsulation, or disturbance of ACM strictly per specified methods.
14. This Contractor shall maintain negative pressure and proper filtration throughout the abatement process.
15. This Contractor shall conduct daily cleaning and maintain its work areas in compliance with regulatory standards.
16. This Contractor shall provide approved filters at all floor drains affected by work areas during ACM removal.
17. Abatement quantities indicated in the information packets are estimates only. This Contractor shall field verify quantities and site conditions.
18. Following removal, this Contractor shall temporarily secure each door and window opening against unauthorized access and weather intrusion until permanent components are installed.
19. This Contractor shall provide temporary power panel(s) and cabling required for abatement equipment where required. Coordinate water access with Owner.
20. This Contractor shall protect all electrical, mechanical, plumbing, low voltage and fire alarm systems that serve areas outside the work or are intended to remain in service.

H. **GENERAL CONCRETE**

1. This Contractor shall provide, and maintain, a lined container to be utilized as concrete washout during concrete placement operations. Contractor shall provide adequate haul-off/dumping of concrete washout to prevent overflow/spills.
2. Investigations into non-conforming materials will be conducted at the expense of the Prime Contractor responsible for that scope of work. The Prime Contractor must be responsible for the investigation and must make written recommendations to adequately mitigate or remediate the non-conforming material. The owner, owner's representative, and/or construction manager may accept, accept with reduced payment, require mitigation, or require removal and replacement of non-conforming material at no additional cost the owner or construction manager.
3. Any loads of concrete being tested are not permitted to be placed until all testing is completed and verified meeting project specifications.
4. Where the control joint layout is not shown on the drawings, the concrete contractor must submit a control joint layout plan for all flatwork for approval prior to concrete placement. The control joint layout must attempt to address any potential re-entrant corners. Where this is not possible, re-entrant reinforcement must be supported and secure in the top half of the slab.
5. For control joints, once the direction of sawing has begun for a particular control joint, that direction must be maintained for the entire width of the flatwork. Attempting to align saw cuts from opposite ends within a pour, is not permitted.

6. Control joints must be extended the entire length of the flatwork. Where a walk behind saw cannot reach the entire length due to an obstruction (i.e. at a wall), the joint must be extended with a grinder of similar blade width the remainder of the way.
7. All steel reinforcement must be in place and secure prior to concrete placement. Wet-setting or pulling up reinforcement into position will not be permitted.
8. Supports for wire mesh must be spaced at a maximum distance of [3] feet. Closer spacing of supports may be necessary based on means and method of concrete placement and/or finishing.
9. Damaged wire mesh, steel reinforcement, and/or reinforcement supports are not permitted within the concrete.
10. Reinforcement for re-entrant corners must be supported and secure in the top half of any concrete flatwork
11. Applying water or water-based products on the surface of fresh concrete is not permitted as a finishing aid. Only products designed as a finishing aid are acceptable to assist in finishing.
12. Contractors performing work near adjacent structures are responsible for providing protection to the adjacent structure in order to prevent any damage.
13. Contractors must follow the Construction Manager's Hot and/or Cold Weather Concrete Plan unless the contractor submits an alternate plan that is approved by the Construction Manager.
14. Freshly placed concrete must maintain a minimum temperature of 50°F for 3 days after placement.
15. All site concrete (pavement, sidewalks, curbing, etc.) will require a cure and seal product with a minimum of 25% solids be applied per the manufacturer's recommendations unless a more stringent requirement is stated per the contract documents.

I. **CONCRETE RESTORATION**
1. This Contractor shall provide complete concrete restoration work wherever shown, scheduled, or otherwise indicated in the project documents.
2. This Contractor shall provide injected epoxy at concrete cracks to repair existing concrete surfaces wherever shown, scheduled, or otherwise indicated in the project documents.

J. **CAST IN PLACE CONCRETE**
1. This Contractor shall provide complete building and site related concrete scopes of work in accordance with the project documents.
2. This Contractor shall review all drawing disciplines and field conditions to determine the full extent of slab replacement, infill, and pour-back work required.
3. This Contractor shall evaluate project schedule and include any Hot/Cold weather placement considerations and include any cost associated in the base bid.
4. This Contractor shall provide all excavation, backfilling, and excess spoil removal for concrete scope of work.
5. This Contractor shall provide dewatering of excavations created under this scope of work.
6. This Contractor shall provide all water stop for concrete placed under this scope of work where specified.
7. This Contractor shall provide all concrete reinforcement for concrete placed under this scope of work.
8. **CMT:** This Contractor shall provide the Cafeteria slab infill complete, including break-up of existing ramp and slab as indicated, compacted granular fill, vapor barrier, welded wire reinforcement, doweling to existing construction, joints and finishing flush with the adjacent floor elevation. Fill material below the slab shall be as indicated on the structural drawings.
9. Contractor shall take special consideration of the FF/FL requirements of the specifications. Failure to do so may result in the rejection of finished slab. This contractor will be responsible for any floor patching/grinding if required due to failed/rejected concrete slabs.

10. This Contractor shall provide all required fine grading for proper subgrade preparation as required for placement of concrete.
11. Contractor shall provide all granular fill under concrete placed by this scope of work.
12. Contractor shall provide vapor barrier under concrete placed by this scope of work where required.
13. This Contractor shall provide re-entrant bars at all inside and outside corners of new concrete placed under this scope of work to prevent excess cracking.
14. This Contractor shall provide shoring, including engineered shoring designs, where required, for concrete placed under this scope of work.
15. This Contractor shall provide specified level of finishing for all concrete placed under this scope of work as indicated in the project documents.
16. This Contractor shall provide smooth formed finish on concrete exposed to view and repair any defects, including tie holes, immediately after removing formwork in accordance with the project documents. This includes a rubbed down finish at exposed concrete with an approved material.
17. This contractor responsible for curing of all concrete as specified.
18. The Contractor shall perform saw cutting of control joints as specified in the project documents or as required by the applicable industry standards, including ACI 302.1R and ACI 360R, whichever is more stringent.
19. This Contractor shall provide expansion materials and joint sealants at concrete expansion joints where specified in the project documents.
20. This contractor shall provide joint sealants at concrete control joints where specified in the project documents.
21. This Contractor shall provide all site-related concrete, including but not limited to the following features where indicated:
    a. Cast-in-place sidewalks, accessible ramps, landings and stairs, including indicated detectable warning surfaces and flush transitions to adjacent work.
    b. Door stoops, aprons, frost walls, and lean concrete under stoops and aprons
    c. Concrete pavement.
    d. Concrete curbs, integral curb-and-sidewalk construction, transitions and joints as detailed.
    e. Playground perimeter curbs
22. **BRT:** This Contractor shall provide all cast-in-place concrete retaining wall work at Stair EST-008, including partial demolition of existing retaining walls as required for the new stairs, doweling to existing construction, new walls and footings as indicated, excavation, backfill, reinforcement, formwork, layout, and bracing as required for complete installation. This Contractor shall provide wall drainage as indicated. This Contractor shall provide expansion and control joints as required. *Under Alternate No. 2, remove and replace the EST-008 retaining walls and footings in their entirety.*
23. **CMT:** This Contractor shall provide the cast-in-place playground retaining wall and footings detailed on S3.1, including local excavation, backfill, reinforcement, dowels to retained concrete, joints, clean-rock/filter-fabric wall drainage and weep holes. BP31A provides general rough grading, adjacent storm sewers and any indicated connection from the wall drainage outlet to the storm system.
24. **CMT:** This Contractor shall provide frost heave slabs at designated door openings within asphalt pavement areas as indicated on Sheet C5.1 under the Alternate Bid. Work shall include all required excavation, spoil removal, subgrade preparation, reinforcement, and concrete placement. Frost heave slabs at all other locations receiving new sidewalk construction shall be included in the Base Bid.
25. This Contractor shall provide all fine grading and aggregate base course for site concrete. Rough grading and compacted subgrade are by **Site Contractor**; coordinate elevations and accept the prepared subgrade before placing base and concrete.
26. This Contractor shall ensure all subgrade meets compaction requirements prior to placement of site concrete.

27. This Contractor shall provide all expansion materials and joint sealants for site concrete as specified.
28. Tactile warning surfaces shall be cast-in-place, ADA-compliant, plastic tactile warning tiles. Stamped or applied concrete dome patterns shall not be an acceptable substitute.
29. **BRT:** This Contractor shall provide demolition of existing exterior stairs, landings and slabs at EST-004, EST-006 and EST-008, and excavation and backfilling of concrete foundations at replaced stairs as required. Remove the lower landing slab carefully to protect the existing drain and piping, and slope the new slab to the drain. This contractor shall be responsible for all work associated with exterior stair replacement.
30. **BRT:** Reconstruct portions of concrete door sills that are cracked or broken off where indicated.
31. This Contractor shall coordinate adjoining concrete with **Site Contractor**-installed trench drains and storm structures. **Site Contractor** furnishes, sets and secures drain assemblies, grates, outlets, and required anchors. This Contractor shall provide concrete pavement and trench drain concrete encasement (This Contractor shall assume 8" Concrete encasement all sides, final design approval through show drawing review). Contractor shall provide veriffication of alignment and top elevations with the Construction Manager before paving.

K. **MASONRY**
1. This Contractor shall repair any damage to stonework, brick veneer and CMU at jambs, heads and sills of doors and windows being replaced under this project scope of work, including reuse of salvaged stone at infill areas (BRT) and patching of CMU following door frame removal and vermiculite removal (CMT).

L. **MISCELLANEOUS STEEL**
1. This Contractor shall provide all loose angles, channels, brick ledges, steel plates and Lintels where specified in the project documents.
2. This Contractor shall provide pipe and tube railings, handrails and guardrails including delegated design (if required by specificaitons), anchorage and shop finish.
3. **BRT:** Cut existing handrails at the bottom, salvage, and reinstall with new weld plates for surface mounting as indicated.
4. **BRT:** Provide new 1-1/2 inch diameter round metal handrails where indicated.
5. **BRT:** After LBP abatement at the EXD-210 lintel, clean out existing pack rust, seal the joint between masonry and steel, and prepare the lintel for painting.
6. **CMT:** Provide new pipe bollards where indicated, including footings and concrete fill.

M. **TRASH ENCLOSURE**
1. **CMT:** This Contractor shall provide the complete trash enclosure including composite-wood infill and end posts, steel posts and gate frames, pipe hinges/sleeves, carriage bolts, gate stops, latches and locks, cane bolts at each leaf, anchorage, bollards and finishes.
2. **CMT:** This Contractor shall provide trash enclosure foundations, concrete pad and curb, reinforcement, post embedments, bollard footings/fill, associated excavation, backfill and surface restoration.

N. **ROUGH CARPENTRY**
1. This Contractor shall ensure all lumber and wood materials meet the specified grades, treatment requirements, and applicable codes.
2. This contractor shall provide all rough carpentry materials, including wood blocking, in-wall blocking, and plywood sheathing (interior and exterior), as required by the Contract Documents.
3. This Contractor shall replace existing blocking exposed by demolition with fire-retardant-treated (FRT) wood blocking at door and window openings.

O. **PLASTIC-LAMINATE WINDOW SILLS**

1. **BRT:** This Contractor shall remove existing plastic-laminate window sills and provide new interior PLAM sills and supporting plywood/blocking at replaced windows as detailed, to match existing sill profile, height and finish. Coordinate with window installer and adjacent gypsum repair

P. **THERMAL INSULATION & WEATHER BARRIERS**
1. This Contractor shall provide air / vapor barrier and transitions at all replaced door and window openings, tied into the existing wall construction as required to maintain weather barriers.
2. This Contractor shall provide insulation at perimeter shim spaces of doors and windows and at exterior wall cavities exposed by the work.

Q. **SHEET METAL FLASHING & TRIMS**
1. This Contractor shall provide all sheet metal fabrications required for this project including sheet metal flashings, sheet metal architectural features, sheet metal trims and misc. flashings. The contractor is responsible for all sheet metal fabrications for this project unless specified to be provided by another trade contractor within this specification section.
2. **Typical:** Caulk must not be applied directly to the weather barrier or dimensional wood blocking at openings. If this condition exists, the contractor responsible for caulking shall install additional break metal trim as needed to cover the weather barrier or blocking, ensuring a suitable and approved surface for caulk application.
3. **This Contractor** shall provide all flashings and trims that are integral to aluminum framed opening systems.
4. **This Contractor** shall provide prefinished aluminum sill flashings and end dams with continuous sealants at all aluminum framed openings as required.

R. **FIRESTOPPING**
1. This Contractor shall provide all firestopping, fire-resistive joint systems, and smoke sealing systems required to maintain the integrity of all fire-rated and smoke-rated assemblies, whether shown, scheduled, or required by code.

S. **JOINT SEALANTS**
1. **Typical:** Sealants shall not be applied directly to weather barriers or dimensional wood blocking; provide proper substrate preparation, primers, or bond-break materials as required.
2. This Contractor shall provide all joint sealants, caulking, and sealant systems required for a complete and watertight/airtight installation, unless specifically assigned to another trade.
3. Contractor shall provide complete systems including sealants, backer rods, bond breakers, primers, and accessories.
4. This contractor shall provide joint sealants at all interfaces between new and existing construction, including walls, floors, ceilings, and exterior envelope transitions.
5. This contractor shall provide sealants at all exterior joints exposed to weather, including control joints, expansion joints, and dissimilar material transitions.
6. This Contractor shall provide sealants at slab-on-grade joints, floor penetrations, and vertical-to-horizontal transitions where indicated.
7. This Contractor shall set new door thresholds in a full bed of sealant.
8. This Contractor shall provide complete interior and exterior perimeter backer rod and sealant at new door, window and storefront frames and adjacent existing construction, including sill/end-dam and lintel interfaces where indicated. Coordinate with integral storefront seals; maintain weep paths and repair disturbed finishes.

T. **DOORS / FRAMES / HARDWARE**
1. Contractor shall perform field verification of existing conditions, as required, prior to ordering materials.
2. This Contractor shall provide all fiberglass reinforced polyester (FRP) doors, aluminum and hollow metal frames, and associated door hardware where specified.

3. This Contractor shall provide all door hardware listed in hardware schedules unless specifically called out to be provided by others within this section.
4. This Contractor shall provide access control kits listed in door hardware schedule, contractor shall coordinate installation and wiring terminations with Electrical Contractor.
5. This Contractor shall prepare existing frames to receive new doors and hardware wherever shown, scheduled, or otherwise indicated.
6. This Contractor shall provide all electrified or security hardware unless the project documents specify otherwise. Any discrepancies regarding responsibility must be brought to the attention of the Construction Manager, and a pre-bid Request for Clarification shall be submitted for resolution.
7. This Contractor shall provide all door hardware for aluminum doors in aluminum framed openings unless noted otherwise, including the installation of new hardware into existing aluminum frames and any frame modifications required to accommodate the new hardware.
8. This Contractor shall provide bituminous coating to hollow metal frames installed in concrete and masonry walls where indicated.
9. This Contractor shall provide expanding foam infill of door frames where indicated.
10. This Contractor shall provide hollow metal door frame grouting where indicated unless noted otherwise.
11. This Contractor shall provide insulated FRP/metal infill panels at hollow metal frames where indicated.
12. Contractor is responsible for keying into Owners current key system.
13. This contractor shall coordinate frame construction and anchoring systems with specified wall types and throat depths.

U. **ALUMINUM FRAMED STOREFRONTS & WINDOWS**
1. This Contractor shall provide all aluminum framed entrances, storefronts and windows where indicated.
2. **BRT:** Replace exterior windows with scheduled aluminum storefront framing with awning operable units, insect screens, 4-inch opening limiters and FRP infill panels above and below, dark bronze anodized to match existing, with security glazing as indicated.
3. **BRT:** Provide new aluminum storefront entrance assemblies including FRP doors, lite between, transom and frame where indicated.
4. This Contractor shall provide all mounting brackets and anchors for aluminum framed assemblies as required to meet the specified performance requirements.
5. This Contractor shall provide continuous sealant beds for aluminum framing where required.
6. This Contractor shall provide exterior joint sealants for aluminum framed openings unless noted otherwise.
7. This contractor shall provide shims required for proper installation of aluminum framed systems.
8. This Contractor shall provide sheet metal sill flashings on aluminum windows wherever shown, scheduled, or otherwise indicated.
9. This Contractor shall provide all integral sheet metal flashings and trims associated with aluminum framed assemblies where indicated or required by manufacturer’s shop drawings.
10. This Contractor shall remove stickers and sealant from all windows, storefronts, and glazing installed under this scope of work including interior and exterior.
11. This Contractor shall provide water spray test on installed systems in accordance with the project documents.

V. **GLAZING**
1. This contractor shall provide all glazing types at all specified openings requiring glass, ensuring compliance with the specified type and performance requirements outlined in the project documents.

2. This Contractor shall provide glazing for all aluminum storefronts and windows wherever shown, scheduled, or otherwise indicated in the project documents.
3. This Contractor shall provide all glazing for Hollow Metal Frames, Hollow Metal Doors, FRP Doors, and Wood Doors wherever specified.
4. This Contractor shall provide all safety and security glazing at specified openings, including 1-inch intruder resistant security glazing meeting UL 972 where indicated.

W. **GYPSUM BOARD ASSEMBLIES**

1. This Contractor shall be responsible for layout of all partitions installed under this scope of work.
2. This Contractor shall provide all light gauge metal stud framing and accessories wherever indicated.
3. This Contractor shall provide all non-load-bearing steel framing systems for interior partitions wherever indicated.
4. This Contractor shall repair or replace gypsum sheathing disturbed by opening work where indicated, matching the required existing assembly, and provide compatible joint/penetration treatment, fasteners and perimeter seals.
5. Contractor shall fasten both flanges of studs to top and bottom tracks.
6. This Contractor shall provide two (2) continuous beads of sealant at the underside of wall bottom track or trim track at the top of foundation wall or slab at stud or joist locations.
7. This Contractor shall provide all gypsum board sheeting of scheduled type (Regular, X, C, Abuse, etc.) wherever specified.
8. This Contractor shall provide cementitious backer board at tiling wherever shown, scheduled, or otherwise indicated in the project documents.
9. This Contractor shall provide all drywall to specified level of finish (1-5) as indicated.
10. This Contractor shall provide acoustical joint sealants for gypsum partitions, ceilings, and soffits as required.
11. This Contractor shall patch and replace gypsum board, corner bead and finishes damaged or removed by door, window and frame removal, and at the Cafeteria 800 slab infill (CMT), to match adjacent surfaces.
12. **BRT:** This Contractor shall remove and replace pre-existing damaged gypsum board below and around the replacement-window openings indicated by Keynotes 0274 and 0934, including affected furring, corner bead and finish restoration, and paint to match adjacent construction. This includes indicated existing water damage, not only damage caused by demolition. If suspect mold or hazardous material is encountered, stop affected work, protect the area and notify the Construction Manager and Owner immediately; do not disturb suspect material pending Owner direction.

X. **CEILINGS**

1. This Contractor shall take care not to markup adjacent walls during installation of ceiling panels. Any wall cleaning/patching/painting required because of markings on walls from ceiling pad installation will be the responsibility of the Drywall Contractor.
2. This Contractor shall remove, salvage and store existing acoustical ceiling panels and limited cross tees required for access to the work. Where ceiling removal is required, consolidate undamaged panels into classrooms, reinstall panels and cross tees and provide new corridor ceiling panels as directed by the General Asset Protection Notes. Replace panels/grid damaged by this Contractor to match existing.
3. This Contractor shall replace gypsum board ceilings removed for coordination of new overhead work.
4. This Contractor shall provide acoustical joint sealants for ceiling systems as required.
5. This Contractor shall provide attic stock material for acoustical ceilings as required by project documentation.
6. This Contractor shall provide specified attic stock for products installed under this scope of work.

Y. **FLOORING**

1. This Contractor shall provide all resilient flooring, resilient base, transition strips and accessories where indicated.
2. This Contractor shall provide testing of substrates prior to commencement of work to determine existing condition of substrate for acceptance of flooring material.
3. This Contractor shall provide all common work floor preparation required for the installation of flooring types included in this bid package including removal of high spots and/or filling depressions up to +/-[1/8] inch.
4. This Contractor shall provide resilient wall base and accessories where indicated.
5. This Contractor shall provide all flooring transition strips and accessories where required.
6. At locations where resilient flooring is being patched or abuts to existing flooring, this Contractor shall provide additional flooring removals as required for a seamless transition from existing flooring to new flooring.
7. This Contractor shall patch and repair existing flooring at replaced doors and provide adhesives, patching compounds and accessories. Coordinate Owner-furnished matching patch material where expressly identified otherwise this contractor shall furnish scheduled new flooring.
8. This Contractor shall provide high moisture adhesives up to 98% RH.
9. **CMT:** Provide RF-1 resilient plank flooring, TS-1 aluminum transitions and WB-1 6-inch wall base at Cafeteria 800, installed continuously over the slab infill area, with transitions to existing flooring as indicated.
10. **BRT:** This Contractor shall provide and install the scheduled WCPT-1 modular walk-off carpet tile, WB-1 wall base, transition strips and accessories at Corridor C1W under base bid and Corridor C1X under Alternate No. 1 only. Coordinate material procurement and any expressly Owner-furnished items before ordering; receive, protect and install Owner-furnished material only where the bid documents expressly identify it.

Z. **PAINTING**

1. This Contractor shall provide all field applied paints shown on the project drawings. Contractor is responsible for reviewing all drawing sets for field applied paints and shall include all such painting in base bid except work expressly assigned to an alternate, which shall be included in that alternate.
2. This Contractor shall provide adequate ventilation of the work areas by whatever means necessary (i.e. fans, working second shifts, overtime, etc.) to ensure that fumes from the products being utilized by the Contractor dissipate quickly to allow other trades to work in the same general area.
3. Patched walls and ceilings shall be painted from corner to corner or to nearest break point to provide a seamless transition from newly painted surfaces to existing surfaces.
4. Contractor shall inspect level of finish on new gypsum walls prior to painting. Drywall Contractor shall repair any defects in gypsum walls identified by Painting Contractor. This process will continue until Painting accepts the wall finish and applies paint primer to the wall at which time Painting will assume all patching of walls.
5. Contractor shall provide all painting preparation work as specified as part of the base bid where required. Contractor shall patch / infill wall holes prior to painting.
6. This Contractor shall protect adjacent surfaces from overspray.
7. This Contractor shall provide all preparation of structural steel to be painted including removal of concrete splatter, dirt, grease, debris, etc. required by painting specifications for proper application of field applied paints
8. Contractor shall patch and paint existing surfaces exposed by demolition scope of work to match existing finishes.
9. This Contractor shall provide all interior and exterior painting including interior walls, ceilings, decking, bar joist, steel, conduit, ductwork, piping, etc. as shown, scheduled, or otherwise indicated.

10. This Contractor shall paint exposed surfaces, except where the project documents indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item, or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
11. This Contractor shall paint exposed mechanical, electrical, plumbing items in finished areas. Paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, electrical equipment, and electrical raceways, unless otherwise indicated.
12. This Contractor shall field paint new and reinstalled metal handrails, railings and lintels where indicated to be field painted.
13. This Contractor shall paint exterior pipe bollards.
14. This Contractor shall paint all interior and exterior hollow metal doors, borrowed lites, and frames per the bid documents.
15. This Contractor shall remove any stickers, labels, or markings on piping, conduit, ductwork, etc. prior to painting unless label is scheduled to remain.
16. This Contractor shall paint exposed pipes and conduits at existing, previously painted exposed ceilings after pipe installation, using a roller to apply paint while protecting adjacent finished surfaces.
17. This Contractor shall prepare and refinish existing hollow metal frames where indicated. Contractor shall provide metal filler to correct any defects in door frames prior to painting.
18. **BRT:** Paint the EXD-210 lintel and exposed steel with high-performance exterior coating after LBP abatement and preparation.
19. **CMT:** Following LBP abatement, this Contractor shall clean, prepare and repaint the existing steel lintels above replaced doors; coordinate temporary support, masonry protection and perimeter sealing with new frames. Do not grind, weld or disturb regulated coatings before abatement release.

AA. **PROJECT SIGNAGE & GRAPHICS**

1. This Contractor shall provide all door and window signage and code compliance Door & Window Decals indicated in the project documents per Section 101400 and the signage schedules. If existing decals scheduled for re-use cannot be relocated, contractor shall provide new decals. Contractor shall coordinate location and finish of details with architect and local jurisdictions as required to ensure full compliance with local building codes.

BB. **CLASSROOM FURNITURE**

1. The Contractor shall be responsible for inventorying, tagging, removing, storing, and reinstalling all classroom furniture as necessary to facilitate the work. If feasible, furniture may be relocated within the work area rather than removed, provided it does not obstruct access to the work zone.
2. Classroom furniture shall include but not be limited to tables, desks, chairs, mobile storage units, bookshelves, and non-fixed furniture in each space.

CC. **WINDOW SHADES**

1. This Contractor shall remove, store and reinstall existing window blinds at replaced windows in their original locations.

DD. **ELECTRICAL WORK**

1. This Contractor shall provide all Electrical (Div. 26), Communications (Div. 27) and Electronic Safety and Security (Div. 28) scopes of work shown in the drawings, drawing notes, and specifications sections unless specified otherwise in this specification section.
2. This contractor shall provide electrical demolition where indicated on ED series drawings.
3. This contractor shall demolish devices and seal existing boxes to be abandoned below slab to ensure connectivity.
4. This contractor shall remove, salvage existing video intercom equipment for reinstallation.
5. This contractor shall disconnect existing access control devices (part of handset) and salvage cabling for reconnection to new door.

6. This Contractor shall relocate existing outlets to adjust for new infill slab elevations where indicated.
7. This Contractor shall extend conductors from existing outlets to new receptacles where indicated.
8. This Contractor shall relocate existing communications outlets where indicated.
9. This Contractor shall reinstall communication cabling where indicated and provide testing to ensure continuity.
10. This contractor shall reinstall master video intercom station at new location where indicated.
11. This contractor shall reinstall video intercom station on new doors where indicated.
12. This contractor shall terminate access control cabling at new doors and test access control system to ensure proper operation. Access control programming and final patch panel connections will be provided by Owner.
13. **CMT:** This Contractor shall raise or rebuild receptacles and communications outlets relative to the new cafeteria slab elevation, reconnect existing circuits, and provide new devices and cover plates as indicated.
14. **CMT:** This Contractor shall provide firestopping of electrical penetrations to maintain fire ratings and shall seal exterior penetrations watertight.
15. **CMT:** This Contractor shall protect existing fire-alarm and other low-voltage devices serving occupied areas; include the indicated removal/relocation, reconnection, programming and testing of affected devices through its qualified system subcontractors. Coordinate door-hardware/fire-alarm interfaces and Owner system access; maintain required life-safety functions during the work and restore disturbed penetrations and finishes.
16. **CMT:** Electrical outages shall be scheduled with the Construction Manager a minimum of 14 calendar days in advance. Outages affecting areas outside the construction area are limited to one hour.

EE. **TRAFFIC SIGNAGE**

1. This Contractor shall remove, salvage, and reinstall all traffic signage affected by the Work, including signs, posts, mounting hardware, and appurtenances. Salvaged signage shall be relocated and reinstalled where indicated in the Contract Documents. Where existing materials are unsuitable for reuse or where required for the relocation, this Contractor shall provide and install new posts, mounting hardware, and foundations.
2. This Contractor shall provide all precast concrete wheel stops wherever shown, scheduled, or otherwise indicated in the project documents.

FF. **ASPHALT PAVING**

1. This Contractor shall include a minimum of two (2) mobilizations to complete asphalt paving work.
2. This Contractor shall provide all asphalt paving, including final grading from a ±0.10’ rough grade, granular base courses, binder courses, and surface courses to specified thicknesses, as indicated in the project documents, ensuring compliance with all pavement type requirements.
3. This Contractor shall provide final asphalt and concrete pavement surface restoration at utility trenches. Saw-cutting, removal, trench backfill and compacted aggregate base at utility trenches are by the Bid Package 31A Contractor.

GG. **PAVEMENT MARKINGS**

1. This Contractor shall provide all pavement markings where indicated in the project documents.
2. This Contractor shall paint new and existing curbs where indicated in the project documents.

HH. **MILL & OVERLAY**

1. This Contractor shall mill, overlay, and restripe existing asphalt pavement within the "Mill and Overlay Extents" indicated in the project documents.

2. This Contractor shall provide milling-related sawcuts, protection of retained surfaces, loading, haul-off and lawful disposal of millings and debris within mill-and-overlay areas.
3. This Contractor shall repair any cracks in pavement per specification 321216.
4. This Contractor shall provide tack coat where indicated.

II. **LANDSCAPING**

1. This Contractor shall provide sod at all disturbed areas, per the specified requirements, once ground disturbing activities are completed on the project.
2. **BRT:** Install sod at areas where existing rip rap is removed.
3. **CMT:** Provide sod at playground areas formerly surfaced with mulch that are outside the revised playground footprint.
4. This Contractor shall provide final grading and subgrade preparation for sodded areas in accordance with the project documents.
5. This Contractor shall provide topsoil for all disturbed areas in accordance with the project documents. Existing topsoil stripped and stockpiled on-site by the Bid Package 31A Contractor may be reused if it meets the specified requirements. If additional topsoil is needed to meet the project specifications, this Contractor shall import and place it as required.
6. This Contractor shall provide fertilizer for sodded areas prior to placement of sod where specified.
7. This Contractor shall provide landscaping maintenance as required by project documents.

JJ. **FENCING & GATES**

1. This Contractor shall provide all demolition, modification, relocation of existing chain-link fencing to accommodate new work, including chain-link fence replaced as needed for storm sewer installation. Upon completion of new work, the Contractor shall re-install or replace new chain-link fence and fencing related components as required to restore the fencing to its original condition or as required to accommodate the new work. Contractor shall coordinate timing of this work with other trades.
2. This Contractor shall furnish and install decorative metal fencing in accordance with specified tolerances as indicated in the project documents. Where fencing is located at playgrounds, the Contractor shall ensure installation complies with playground-specific requirements, adhering to applicable playground industry guidelines, and shall provide all necessary materials, supports, and anchorage to achieve a complete and compliant installation.
3. **BRT:** Provide decorative metal fence guardrail surround and decorative black metal gates with latch and lock at Stair EST-008, mounted on baseplates on top of the concrete retaining walls with stainless steel threaded rods epoxied into the concrete.
4. **CMT:** Provide decorative aluminum picket fencing on the playground concrete perimeter curbs with 5-foot wide swing gates, self-closing hinges and lockable top-pull latches as indicated.
5. This Contractor shall provide chain-link fencing and gates where indicated in the project documents.
6. This Contractor shall provide all drilling, epoxy, and leveling grouting for surface mounted fence posts in accordance with the project documents.
7. This Contractor shall provide egress hardware on decorative fencing in accordance with the project documents.
8. This Contractor shall provide sono-tubes and layout for fence posts sleeves as required.

KK. **SEGMENTED RETAINING WALLS**

1. This Contractor shall modify and reconstruct existing manufactured modular retaining walls at the indicated grade changes and where disturbed by storm sewer installation, using salvaged or matching units, including wall-system base, drainage, filter fabric, reinforcement and localized wall excavation/backfill. **Site Contractor** removes designated wall portions, provides rough grading and maintains temporary stability during utility work; jointly define turnover limits before removal.

1.09 BID PACKAGE 31A - SITEWORK & UTILITIES

A. **ALTERNATES**

1. Alternates associated with this Bid Package include the following:
    a. **BRT:** For Alternates #2 and #3 at Stair EST-008, this Contractor shall price only work expressly assigned to this scope of work; enter “Not Applicable” where no work is affected.
    b. **CMT:** No bid alternates are identified for this package.

B. **ALLOWANCES**

1. Allowances associated with this Bid Package include the following:
    a. None at this time

C. **SPECIFICATIONS**

1. Specifications that relate to this bid package include all of Division 00 and Division 01 specification sections and particularly specification sections:
    a. 312200 – Grading
    b. 312316 – Excavation
    c. 312316.13 – Trenching
    d. 312323 – Fill
    e. 312500 – Erosion and Sedimentation Controls
    f. 321123 – Aggregate Base Courses
    g. 334100 – Subdrainage
    h. 334211 – Stormwater Gravity Piping
    i. 334230 – Stormwater Drains

D. **SCOPE OF WORK GENERAL**

1. All notes on the plans pertaining to the below scope of work shall be included as part of this bid package.
2. This Contractor shall provide its Work at both BRT and CMT in the site-specific phases and mobilizations identified in the bid-published schedule and logistics plans, including temporary-work relocations and return visits required for completion and turnover. Maintain sufficient resources to meet each school's milestones.
3. All Bid Packages to include all General Provisions and Special Conditions as noted in Articles 1.6 & 1.7 above.
4. This Contractor shall provide all work from the specification sections listed within this Bid Package unless specific exclusions are otherwise noted.
5. This Contractor shall field verify existing conditions prior to the commencement of work. Any discrepancies shall be brought to the attention of the Architect/Engineer/Construction Manager.
6. This Contractor is responsible for dust control and sound control measures required for the execution of this Bid Package scope of work.
7. This Contractor shall clean its work areas daily and place ordinary refuse in CM-provided designated containers; do not leave central debris piles in occupied areas or access routes. Provide separate hauling and lawful disposal of its bulk demolition debris, excavated material and regulated waste as assigned to this Bid Package; do not use Owner dumpsters.
8. Contractor shall take care not to damage previously completed work. Any damage caused to existing building/structures by work of this Bid Package shall be repaired by this Bid Package Contractor.
9. Each Trade Contractor shall be responsible for additional costs associated with work resulting from its use of equipment/material other than that specified in the project documents. Costs for other trade contractors work to accommodate these variations shall be the responsibility of the responsible trade contractor. Approval of shop drawings does not relieve the trade contractor of this responsibility.

E. **SITEWORK GENERAL**

1. Contractor shall familiarize itself with existing site conditions to coordinate their work. This includes bringing site back to its original condition after underground utility work takes place. This also includes recognizing overhead utility locations and coordinating and/or providing line protection with local utility company to ensure safe working conditions.
2. Contractor is responsible for protecting existing site items shown to remain to prevent damage.
3. Contractor's scope of work includes grading, pumping, dewatering and drainage swales and temporary measures necessary to maintain site drainage during its excavation and grading phases. Protect occupied buildings and access routes from runoff and flooding; maintain existing drainage until replacement systems are operational. Treat and discharge dewatering water only as permitted by the SWPPP and governing agencies; do not discharge sediment-laden water into sewers or adjoining property.

F. **TEMPORARY WORK**
1. All work shall stay within the limits of disturbance (LOD) as shown on the plans and minimize disturbance within the work area wherever possible. Any excessive disturbance or disturbance outside of the LOD will be repaired and/or restored by this contractor at no additional cost to the owner.
2. This Contractor shall provide and maintain tree protection where indicated in the project documents.
3. This Contractor shall be responsible for providing and maintaining all necessary traffic control measures to ensure the safe and efficient diversion of vehicular and pedestrian traffic away from the designated work area throughout the duration of this scope of work. This includes, but is not limited to signage, barricades, cones, delineators, flagging personnel, and any other traffic control devices or personnel required to comply with applicable federal, state, and local regulations, as well as industry best practices. Upon completion of the work, the Contractor shall promptly remove all traffic control devices and restore the site to its original condition, unless otherwise directed.

G. **EROSION CONTROL**
1. This Contractor shall provide, maintain, and remove all erosion control BMPs including silt fence, inlet protection, check dams, temporary seeding, erosion control blankets, etc. as required by project SWPPP and as directed by local agencies.
2. This Contractor shall provide SWPPP inspections as required and provide required inspection forms to local agencies in accordance with the project documents.
3. This Contractor shall provide approved Land Disturbance Special Inspector as required to satisfy all permitting requirements.
4. This Contractor shall provide street cleaning, as required, during land disturbance activities.
5. This Contractor shall provide and maintain construction entrance in accordance with the SWPPP requirements.
6. This Contractor shall provide washdown station per SWPPP requirements.
7. This Contractor shall provide temporary storm sewers, and dewatering, as required throughout the project to ensure proper site drainage.
8. This Contractor shall provide temporary stabilization of disturbed areas until final landscaping and groundcover is installed. Contractor shall re-grade areas of disturbance immediately prior to installation of permanent landscaping and groundcover as required for subgrade preparation.
9. **General Trades** shall provide sod at all disturbed areas, per the specified requirements, once ground disturbing activities are completed on the project.
10. This Contractor shall provide and maintain a minimum surplus (10%) of erosion control measures on site.

H. **SITE DEMOLITION**
1. This Contractor shall provide all site related demolition work shown in the site demolition (C Series) documents unless specified otherwise herein.

2. This Contractor shall remove, salvage, and re-install site furnishings designated for re-use where indicated.
3. This Contractor shall provide haul-off and lawful disposal of all demolished materials and equipment removed under this scope of work.
4. This Contractor shall perform saw cutting of existing pavement and sidewalks along straight lines or at the nearest joint, ensuring precise and clean edges for subsequent construction activities.
5. This Contractor shall remove all sidewalks, pavement, curbs and hardscapes where indicated in the project documents.
6. This Contractor shall remove concrete door stoops indicated in the project documents.
7. This Contractor shall remove all site furnishings wherever indicated in the project documents.
8. This Contractor shall remove existing segmented retaining walls designated for removal or replacement, and portions disturbed by storm sewer installation. The removal process must prioritize safety and include the implementation of temporary shoring or slope protection measures as necessary to maintain the stability and integrity of adjacent subgrades throughout the retaining wall replacement work
9. This Contractor shall remove existing traffic/parking signage as required for completion of the work.
10. This Contractor shall remove all site fencing wherever indicated in the project documents. Contractor shall carefully dismantle fencing components, including posts, rails and mesh. Where specified, Contractor shall spool the chain-link mesh neatly and tie it off securely for future re-use.
11. This Contractor shall protect limbs of trees to remain in work areas. Any limbs in conflict with work areas are to be pruned prior to commencement of work.
12. This Contractor shall provide root pruning as required for new trenches created by this scope of work.
13. This Contractor shall remove fiber mulch surface from playgrounds and haul off and dispose of mulch off-site.
14. **General Trades** shall disconnect and render safe any electrified site furnishing and/or site lightings scheduled for removal. This Contractor shall remove furnishings, fixtures, poles, and foundations once they are rendered safe.
15. This Contractor shall be responsible for the demolition of all site storm sewer, sanitary sewer, and domestic water service utilities as specified in the project documents. Where indicated, the Contractor shall completely remove the existing utilities, including all associated piping, structures, and appurtenances, and backfill the resulting trenches with approved fill materials, properly compacted to meet project specifications and applicable standards. Alternatively, with prior written approval from the Owner and provided the existing utilities do not interfere with new construction, the Contractor may abandon the utilities in place. In such cases, the Contractor shall grout the abandoned utilities in accordance with federal, state, and local code requirements for abandoning utilities in place, ensuring long-term stability and compliance.
16. This Contractor shall field verify existing storm connections, including unknown existing PVC connections, before removal, and maintain upstream drainage during construction.

I. **EARTHWORK**

1. This Contractor shall provide all clearing, grubbing, and removal of vegetation at areas indicated.
2. This Contractor shall provide rough grading of site to within +/- 0.1’ of specified grades, accounting for pavement and subbase thickness where applicable. Contractor shall haul-off or import materials as required to achieve proposed grade elevations.
3. This Contractor shall perform rough grading to establish the specified elevations for retaining wall construction, incorporating safe benching distances and designated reinforcement zone fill areas as indicated in the project documents.

4. This Contractor shall provide excavation, spoil removal, and grading including compaction to the density indicated for proposed playgrounds.
5. This contractor shall provide compacted drainage stone base and geotextile at proposed playgrounds in accordance with the project documents.

J. **PLAYGROUND CIVIL**

1. This Contractor remove existing playground equipment, playground surfacing mulch, signage, associated appurtenances, and related items to the extents indicated in the Contract Documents. Existing mulch shall be transported and stockpiled at the Owner-designated location behind Fern Ridge High School. This Contractor shall remove all playground equipment foundations, footings, and below-grade supports encountered within the limits of work unless specifically noted otherwise in the Contract Documents.
2. This Contractor shall provide all excavation, earthwork, and rough grading required for the new playground areas, including preparation of subgrades and establishment of design elevations indicated in the Contract Documents.
3. This Contractor shall furnish and install all playground underdrain systems, drainage piping, drainage stone, geotextiles, outlets, fittings, and related components where indicated in the Contract Documents or as required to provide a complete and functional installation.
4. This Contractor shall furnish and install the compacted aggregate subdrainage layer beneath playground surfacing systems to the elevations indicated in the Contract Documents, maintaining sufficient depth and tolerances required for the specified poured-in-place surfacing and associated playground systems.
5. This Contractor shall coordinate with the **Playground Equipment & Surfacing Installer (N.I.C.)** to establish and maintain proper aggregate and finish-grade elevations necessary to achieve required critical fall heights, accessibility requirements, equipment installation criteria, and manufacturer recommendations.
6. This Contractor shall complete grading operations and turn over playground areas at the required subgrade and aggregate elevations necessary to facilitate installation of playground equipment, foundations, footings, and related work by others
7. The **Playground Equipment & Surfacing Installer (N.I.C.)** shall be responsible for final adjustment and fine grading of aggregate surfacing materials disturbed by the installation of playground equipment, footings, foundations, and related work, as required to restore design elevations, critical fall height requirements, and finished surfacing elevations

K. **UTILITIES GENERAL**

1. All utility related work must comply with St. Louis County and Metropolitan Sewer District specifications and requirements.
2. Utilities must remain in continuous service unless written permission is received from the owner to allow interruption of service.
3. Contractor shall coordinate and arrange for the disconnection of any utilities and equipment with the Owner and Utility Companies as required.
4. This Contractor shall provide backfill at utility trenches in accordance with the project documents.
5. This Contractor shall provide all trench protection required for utility work.
6. This Contractor shall provide all temporary fencing or barriers required for trench utility work in accordance with OSHA and Construction Manager’s Safety Program requirements.
7. Contractor shall be responsible for maintaining all required separations of water and sanitary/storm/combined sewer.
8. This Contractor shall provide saw-cutting, removal, trench backfill and compacted aggregate base at any pavement and sidewalks removed for installation of utilities under this scope of work. Final pavement surface restoration is by **General Trades.**

L. **STORMWATER UTILITIES**

1. This Contractor shall provide temporary storm water control measures at areas of storm water removal/modification as required to prevent ponding during construction until tie in of new permanent storm sewer system is completed.
2. This Contractor shall provide a complete storm sewer system as specified in the project documents, including all necessary excavation, backfilling, piping, storm structures, and associated components, including pipe testing required by Section 334211. The work shall comply with design requirements, industry standards, and applicable regulations.
3. **BRT:** This Contractor shall provide new curb inlets, two-grate inlets, storm piping and connection to the existing storm line as indicated. Remove the existing drain and replace it with a new yard drain where indicated. Remove existing rip rap where indicated.
4. **CMT:** Provide new storm sewer, manholes, grate and side intake inlets, trench drains, and connections to existing structures and curb inlets as indicated.
5. Temporary stabilization measures shall be implemented throughout the duration of the work to prevent erosion and maintain site stability.
6. All work shall be completed in a manner that ensures the proper functionality and durability of the storm sewer system.
7. This Contractor shall modify existing storm sewer structures as required to adjust for new grades in accordance with the project documents.
8. **CMT:** This Contractor shall route existing downspouts to the new storm sewer system, including storm drain connection to downspouts including downspout collector and clean-out.
9. This Contractor shall provide stone revetments in accordance with the specified requirements where indicated.
10. This Contractor shall provide new playground storm and subdrainage system in accordance with the project documents.

1.10 PROJECT SCHEDULE

A. Contractor shall perform the contract work in accordance with the Construction Manager Schedule.

1.11 CONCURRENT WORK

A. Work to be scheduled and coordinated with other work being performed concurrently with this work.

1.12 COORDINATION OF WORK

A. Contractor shall verify dimensions and elevations of work performed under previous contracts. Contractor shall notify the Construction Manger immediately of any conflict in elevation or dimension. Verification shall be done in advance so Contractor's work is not delayed.

B. This Contractor shall be responsible for repair and/or replacement of work of other Contractors damaged by the Contractor's work.

C. Protect all work from collecting water and any water damage.

1.13 CONTRACT METHOD

A. The Owner intends to:
   1. Award separate contracts for each Bid Package in connection with this project, and assign those contracts to the Construction Manager.
   2. To provide a full-time Construction Manager acting as defined in the AIA Document A134-2009 and A201-2007.

B. Separate contracts shall be awarded for each Bid Package that represents significant elements of the work. Contractor work shall be performed concurrently with and/or in close coordination with work performed on the project by other Contractors.

C. Each Contractor is required to review all contract documents to determine scope of work, to be familiar with other Contractor responsibilities and report any inconsistencies or discrepancies immediately.

D. The extent of work of each Contract is briefly enumerated under “Statement of the Work” but is not necessarily limited to the summary description.

1.14 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall generally be performed during normal business working hours of 6:00 AM to 5:00 PM, Monday through Friday, accept when otherwise indicated.

B. Existing Utility Interruptions: Do not interrupt utilities servicing facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1.15 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The specifications are organized into Division and Sections using the 32-Division format and CSI/CSC “MasterFormat” numbering system.
   1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
   2. Division 1: Sections in Division 1 govern the execution of the Work of all Specification Sections

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
   2. Imperative mood and streamlined language are generally used in the Specifications. . Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
   3. The words “shall”, “shall be”, or “shall comply with,” depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.16 CONTRACTOR USE OF PREMISES

A. Confine operation at site to areas permitted by:
   1. Law
   2. Permits
   3. Contract
      a. Confer with Construction Manager and obtain full knowledge of all site rules and regulations affecting work.
      b. Conform to site rules and regulations while engaged in project construction.
      c. Site rules and regulation take precedence over others that may existing outside such jurisdiction.
      d. Employee List: The Construction Manager may examine Contractor’s list of employees, including those of his Sub-Contractors and their agents.
      e. Vehicle Use: Rigidly enforce the following:
         1) Keep all vehicles, mechanized or motorized equipment, locked at all times when parked and unattended on Owner’s premises.
         2) Do not, under any circumstance, leave any vehicle unattended with motor or engine running, or with ignition key in place.
         3) Parking: Permitted only in areas designated by Construction Manager.

4) All traffic control subject to Construction manager's site representative approval.

B. Do not unreasonably encumber site with materials and equipment

C. Assume full responsibility for protection and safekeeping of products stored on premises.

D. Move all stored products or equipment which interferes with operations of Owner or other Contractors.

E. Obtain and pay for use of additional storage or work needed for operations.

F. Use of Site: Exclusive and complete, for execution of work, except as otherwise indicated or directed by the Construction Manager.

G. Construction Manager will allow reasonable access to the site and shall not prohibit nor interfere with lawfully conducted inspections of site visits by properly identified representatives of regulatory agencies or collective bargaining units.
   1. Notwithstanding the above, Owner regulation governing site security shall be observed.
   2. All site visitors shall comply with personal protection regulations, including hard hats and safety eyewear.
   3. Reasonable proof of identification and signature to the visitor's log shall be required of the visitors by the Construction Manager's site representative.

H. Fire Protection:
   1. Fires: Each Contractor shall prohibit the lighting of fires about the premises and use due diligence to see that such prohibition is enforced. Debris and waste materials shall not be burned at the construction site but shall be promptly removed to prevent the accumulation of combustibles on the site or within the building.
   2. Welding and Cutting: It shall be the responsibility of each Contractor to take precautionary measures to prevent fire.
   3. Heaters: The heaters in Contractor's job offices shall be properly installed to protect combustible walls, floors, and roof. Salamander heaters or other types of open flame heaters shall not be used except whit the special permission of the Construction Manager and then only when such salamander or open flame heaters are maintained under constant supervision.
   4. Flammables: Gasoline and other fuels shall be kept and handled in accord with NFPA and in UL Listed and Labeled Safety Cans and shall be stored away from hazardous work areas.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

Project Information Form

This Project Information Form is provided to assist in defining the asbestos abatement scope of work and to convey information necessary for the abatement contractor to prepare a proposal. This document is intended as a supplement to the contract documents and does not supersede, nor relieve the contractor of, its obligations and responsibilities under applicable federal, state, and local regulations, or the requirements identified in the Project Manual.

BID DUE DATE / TIME:	See invitation to bid
PROJECT TITLE:	Barretts Elementary School – Building Renovation
PARKWAY PROJECT:	012501B

Today's Date: October 8, 2026 **Drawings Attached:** Yes



Megan Kienker
Missouri Accredited Project Designer #7118082126MOPDR21662

1. INTRODUCTION

This project has been designed by an Asbestos Hazard Emergency Response Act (AHERA) accredited and State of Missouri licensed asbestos project designer.

This Asbestos Abatement Project Information Form has been prepared to comply with applicable regulatory requirements, including the U.S. Environmental Protection Agency (EPA) Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M**,** the Asbestos Hazard Emergency Response Act (AHERA**),** 40 CFR Part 763**,** the Missouri Department of Natural Resources (MDNR), and the St. Louis County Asbestos Abatement Rules and Regulations.

2. SCOPE OF WORK

The Scope of Work includes the proper abatement and disposal of all asbestos-containing materials (ACM) and lead-based paint (LBP) as noted in the project documents and additional abatement and disposal of these materials necessary to facilitate changes in the scope of work should they occur.

The scope of work includes the proper removal, cleanup, and disposal of the following approximate quantities of asbestos and LBP:

- 6 windows each with window glazing and cementitious "transite" panels from Rooms 505, 507, 508, 510, 511, and 513
- 2 doors each and 1 sidelite from Corridor C1W
- 2 doors each at Door EXD-210
- 2 doors each and 1 sidelite from Corridor C1X (If Alternate #1 is accepted)
- 1 lintel with LBP above exterior of Door EXD-210
- 2 handrails and guardrails with LBP at Stair EST-008

The above quantities are estimates only. The Asbestos Abatement Contractor is responsible for field verifying quantities and site conditions.

3. CONTAINMENT

It is anticipated that outdoor removal will be utilized for the removal of the windows with window glazing and transite panels from Rooms 505, 507, 508, 510, 511, and 513. Critical barriers will be installed on the interior of the building at each window opening. The containments/work areas will be defined by installing barrier tape and drop cloths. The containments/work areas will consist of a critical barrier in the interior of each window opening, barrier tape, one (1) layer of 6-mil polyethylene drop cloth, a localized negative air machine, and proper signage.

It is anticipated that outdoor removal will be utilized for the removal of the doors and sidelite in Corridor C1W, Corridor C1X (if ALT. #1 is accepted), and two (2) doors at Door EXD-210. The work areas will consist of barrier tape and drop cloths. Parkway's representative will perform a visual inspection at completion.

It is anticipated that a modified containment will be utilized for the removal of LBP on the lintel (above the exterior doors) at Door EXD-210. Critical barriers with a polyethylene floor will be installed on the interior of the building at the door opening. The work area will be defined by installing barrier tape and drop cloths. The Contractor will remove LBP utilizing chemical solvents (preferred) or mechanical tools with a HEPA vacuum attachment. The containment/work area will consist of barrier tape, one (1) layer of 6-mil polyethylene on the floor, one (1) layer of 6-mil polyethylene drop cloth, and proper signage.

It is anticipated that a modified outdoor work area will be utilized for the removal of the LBP handrails and guardrails at Stair EST-008 (outside Door EXD-210). The work area will be defined by installing barrier tape and drop cloths. The Contractor shall remove the handrails by unbolting the handrail brackets from the concrete walls. Before cutting the guardrails, the Contractor will remove LBP at each proposed cut location. After the LBP has been removed from the cut locations, the guardrails will be removed by cutting the components flush with the concrete surface. The Contractor will remove LBP utilizing chemical solvents (preferred) or mechanical tools with a HEPA vacuum attachment and a Sawzall to make the cuts. The work area will consist of barrier tape, one (1) layer of 6-mil polyethylene drop cloth, and proper signage. Parkway's representative will perform a visual inspection at completion.

Following completion of ACM removal and LBP removal, the Contractor shall temporarily secure each door and window opening to prevent unauthorized access and weather intrusion. Temporary door-opening securements shall be constructed of durable, weather-resistant materials and shall remain in place until permanent doors, frames, or other building components are installed by others.

HEPA-filtered negative air machines will be exhausted to the exterior, where possible, via windows (which shall have a plywood barrier installed for security purposes, if necessary. Proper signage, barrier tape, etc. shall be installed at all entrance/exit locations to the work areas.

There may be electrical, mechanical, plumbing, low-voltage/data, or fire alarm systems that serve areas outside the Scope of Work or are intended to remain in service. The Contractor shall protect all such systems. The Contractor shall provide temporary power panel(s) for its use, if required, and shall inform Parkway of the panel's electrical requirements. Parkway will perform connection and disconnection of

power to the temporary panel(s); the Contractor shall provide all required cabling. Advance notice is required, preferably a minimum of 48 hours.

Access to water shall be coordinated between the Contractor and Parkway.

After completion of the removal work and clean-up, the Contractor shall request a visual inspection from Parkway's representative. Phase Contrast Microscopy (PCM) in-progress clearance samples will be utilized for final clearance air samples in each window containment/work area. A visual inspection will be utilized for clearance of door removal.

Additionally, after completion of the LBP removal and clean-up at the exterior lintel at Door EXD-210, a final clearance lead-wipe sample will be collected on the floor in the containment/work area. A visual inspection will be utilized for clearance of handrails and guardrails at Stair EST-008.

4. SCHEDULE

Timing is very important for this project so that renovation activities may proceed. A 10-day notification may be required for this project. The Contractor is responsible for submitting the notification to the St. Louis County Department of Health, including waiver requests, if necessary.

Multiple Shifts Allowed: Yes: **X** No: ____ Extended Shifts: **Yes**

It is the Contractor's responsibility to include in its bid all overtime and/or shift differential premium costs necessary to perform the Work within the time scheduled established in the Project Manual. No claims for overtime or shift differential premium costs required to perform the Work as specified in the bid documents will be allowed. This provision does not apply to claims associated with changes to the Contract Documents issued after award of the Contract.

5. CLEARANCE SAMPLING

TEM (Minimum 6-hour Turnaround after receipt acknowledged by laboratory) *(Whenever asbestos quantities exceed 160 sf or 260 lf)*	Yes: ____	No: **X**
PCM In-Progress (Project Specific – Minimum 2-hour Turnaround) *(At Consultant's discretion)*	Yes: **X**	No: ____
PCM (Minimum 6-hour Turnaround after receipt acknowledged by laboratory)	Yes: ____	No: **X**
Lead Wipe (Minimum 6-hour Turnaround after receipt acknowledge by laboratory) *(Clearance criteria is 5.0 µg/ft^2 of lead or less)*	Yes: **X**	No: ____

6. WORKER PROTECTION

All workers entering the work areas shall wear, at a minimum, disposable suits and 1/2 mask respirators equipped with HEPA filters. When leaving the work area for any reason, all workers shall perform proper decontamination procedures. All applicable NESHAP, OSHA, State, and local requirements shall be strictly followed.

7. MINIMUM REGULATED AREA REQUIREMENTS

These minimum requirements do not supersede applicable regulations.

- **Windows in Rooms 505, 507, 508, 510, 511, and 513:** Modified Containment (Outdoor) – Critical barriers, barrier tape, one (1) layer of 6-mil polyethylene drop cloths, localized HEPA-filtered negative air machine(s) vented outside, and proper signage.
- **Doors in Corridor C1W, Corridor C1X (if ALT. #1 is accepted) and Door EXD-210:** Modified Containment (Intact Removal) – Barrier tape and polyethylene drop cloths.
- **Door EXD-210 Lintel (above exterior doors) LBP Removal:** Modified Containment – Critical barriers, barrier tape, one (1) layer of 6-mil polyethylene on the floor, polyethylene drop cloths, and proper signage.
- **Stair EST-008 Handrails and Guardrails LBP Removal:** Modified Containment (Outdoor/Intact Removal) – Barrier tape, polyethylene drop cloths, and proper signage.

8. DISPOSAL

The Contractor shall label all bags, drums, closed top poly-lined lockable dumpsters, box trucks, and any and all other waste containers in accordance with AHERA, OSHA, Department of Transportation, the National Emission Standards for Hazardous Air Pollutants (NESHAP) issued by USEPA, and any other regulations pertaining to the disposal of asbestos-containing materials and/or debris. Waste Shipment Records shall be prepared and maintained in accordance with NESHAP and any State or local regulations governing the disposal of asbestos. These Waste Shipment Records shall be signed legibly by all required parties. All asbestos-containing material and wastes shall be disposed of at a landfill authorized to accept such wastes. The Waste Manifest shall identify the grid area where the asbestos from this Project is disposed.

LBP debris shall be secured in an enclosed and leak-proof container. LBP debris shall be disposed of at a Hazardous Waste landfill. A Toxicity Characteristic Leaching Procedure (TCLP) to determine if the debris is classified as Hazardous Waste or Non-Hazardous Waste will not be necessary due to the amount of LBP debris collected.

9. ADDITIONAL INFORMATION

Special Health and Safety Concerns:

Confined Space		Hot Work (Fire Watch)	
Heat Stress / Stroke	X	Electrical – Lock & Tag	
Heights / Fall Protection	X	Chemical	
Parkway Approved Solvents *(Attack 2000, MA-22, MA-24)*		Other: **LBP Solvent**	X

Special Requirements:

All contractor personnel must have completed OSHA 10 or 30-hour training and have a current badge issued by Parkway prior to arriving onsite. If the Contractor uses solvents to abate mastic, they must use one of the approved solvents listed above. The Contractor shall secure openings with lumber where negative air machine exhaust tubing exits building.

Coordination:

Other contractors working in the area? Yes: **X** No: _____

Other contractors working simultaneously throughout the facility.

Coordination with other contractors required? Yes: **X** No: _____

The Construction Manager will coordinate work activities of contractors. LBP abatement will take place after the door frame has been removed and the lintel is exposed. The door frame may be removed by other contractors (as the caulking was NOT asbestos-containing).

Comments:

The Contractor shall perform asbestos abatement work in accordance with this Project Information Form (PIF), the Asbestos Abatement Drawings assembled on October 8, 2026, the Project Manual for Barretts Elementary School – Building Renovation Project (Parkway Project #012501B), the Bond Architects, Inc. reference drawings, and all Addenda issued.

The Contractor is advised that if it identifies any condition that it believes constitutes a change or addition to the Scope of Work that may require additional compensation, the Contractor shall notify Parkway immediately by email, but no later than twenty-four (24) hours after discovery of the condition.

The Contractor shall document, photograph, and promptly notify Parkway's Representative of any pre-existing damage observed within or adjacent to the work areas prior to the start of work. The Contractor may be held responsible for damages identified after completion of the work that were not documented before work commenced.

Not all work areas included in this PIF Scope of Work have been photographed. The photographs included are representative and are provided to illustrate the work and/or work areas and provide the Contractor with additional information.

10. CLOSEOUT DOCUMENTATION

The abatement contractor shall submit the following documentation to the Owner's Representative prior to beginning preparatory activities and at the end of the project and prior to final payment:

Contract Administration

A. Contractor's Name and Address
B. Contractor's Proof of Missouri State Registration
C. Notification to MDNR/St. Louis County along with the approval letter, if required
D. Insurance Certificates

Project Summary

A. Locations and Quantities of the Work performed
B. Dates when the work was performed
C. Methods used to complete the work (Work Plan)
D. Name of Contractor's Supervisor

E. Name and Missouri Certifications of all Supervisors and Workers
F. Supervisors' and Workers' Medicals and Certificates of Acknowledgement
G. Respirator fit tests for all Supervisors and Workers
H. Contractor's daily log report
I. Enclosure entry/exit log
J. Fully executed Waste Manifest(s), landfill receipts and Chain of Custody
K. Air monitoring results

The items listed in the Contract Administration section and items D, E, F and G in the Project Summary section must be reviewed prior to beginning work on this project. Any supervisor(s) or worker(s) not having this documentation will not be allowed to work on this project until such documentation is provided to the on-site representative.

The Abatement Contractor's project closeout documentation must be submitted to Owner's Consultant no later than 45 days after the last date worked by Abatement Contractor at the subject project site.

Barretts Elementary School – Building Renovations
Abatement Scope of Work Photographs
Pinchin File No. R262.00457.003
Location: 1780 Carman Road, Manchester, MO 63021

Photograph 1



Abate approximately 6 windows with ACM glazing and cementitious “transite” panels. It is anticipated that windows and the transite panels can be removed intact.

Photograph 2



View of the ACM window glazing.

Barretts Elementary School – Building Renovations
Abatement Scope of Work Photographs
Pinchin File No. R262.00457.003
Location: 1780 Carman Road, Manchester, MO 63021

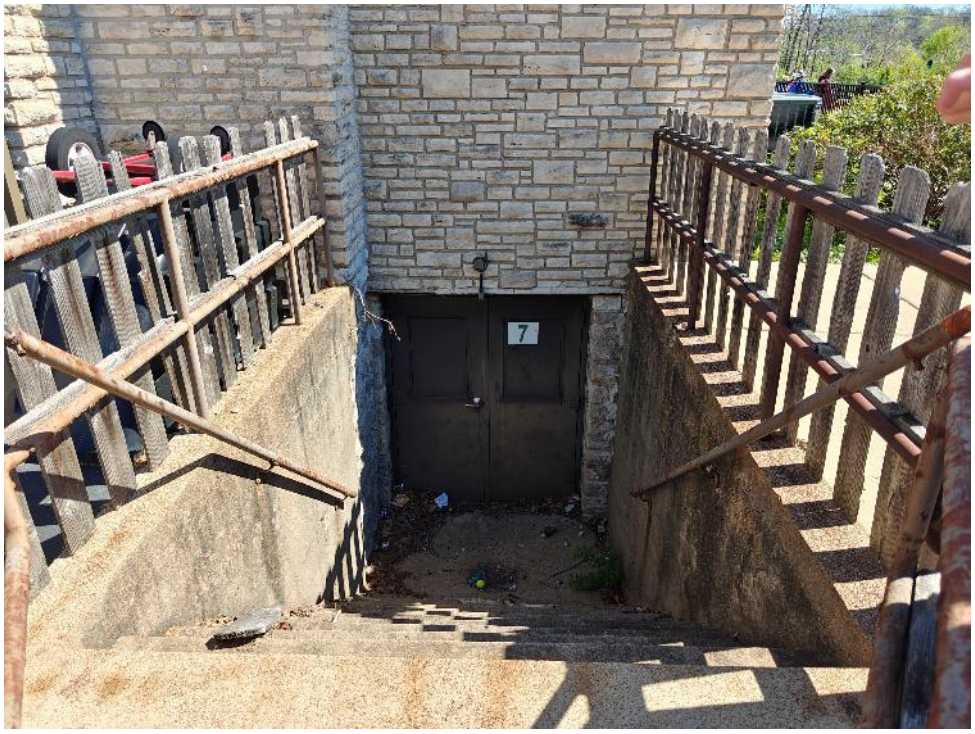
Photograph 3



Abate approximately 2 solid core metal doors from Corridor C1W.

*Abate approximately 2 solid core metal doors from Corridor C1X if Alternate #1 is accepted.

Photograph 4



Abate approximately 2 solid core metal doors at Door EXD-210.

Barretts Elementary School – Building Renovations
Abatement Scope of Work Photographs
Pinchin File No. R262.00457.003
Location: 1780 Carman Road, Manchester, MO 63021

Photograph 5



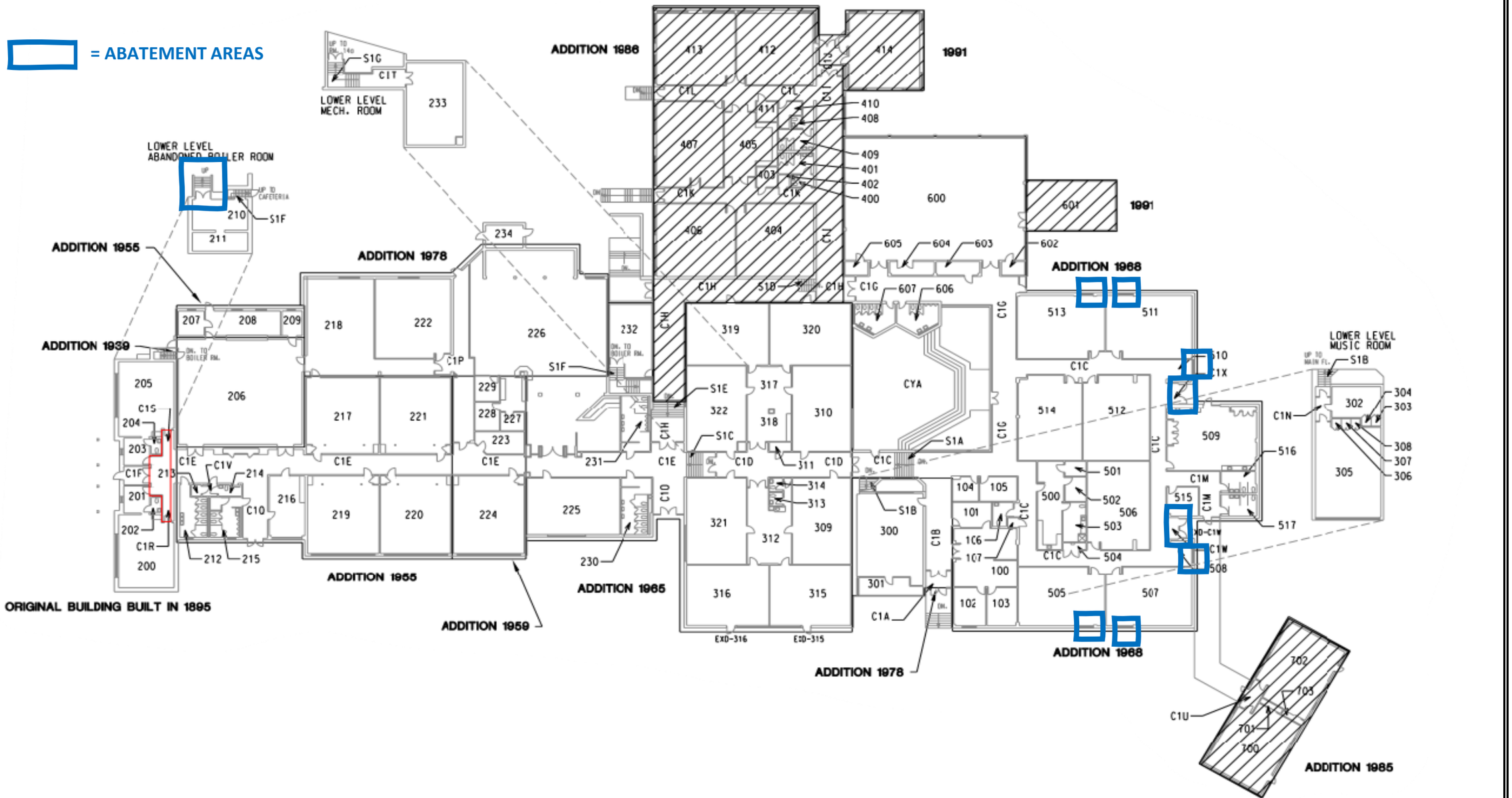
Remove LBP from lintel above exterior doors at Door EXD-210.

Photograph 6



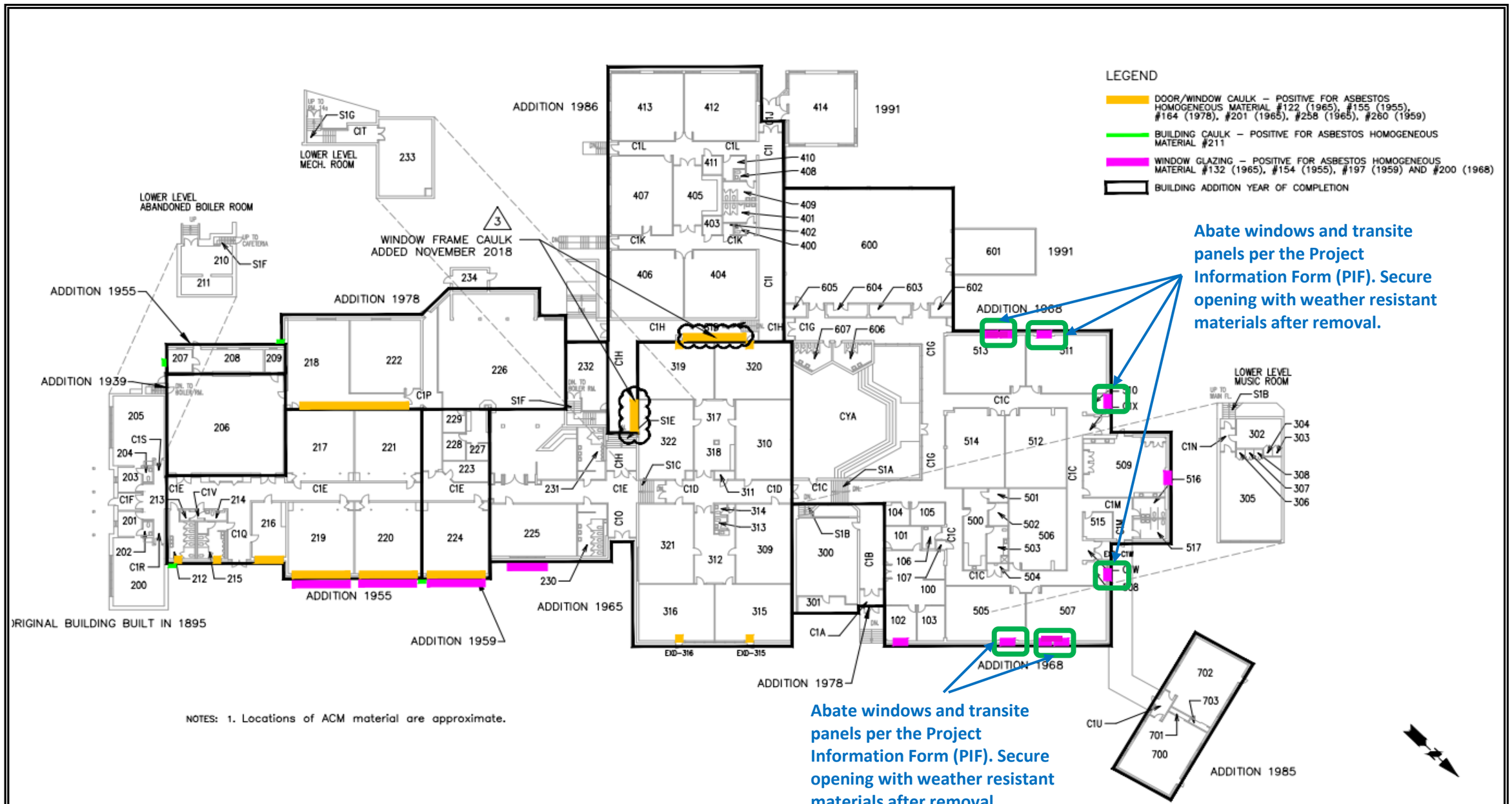
Remove handrails and guardrails with LBP at Stair EST-008.

= ABATEMENT AREAS



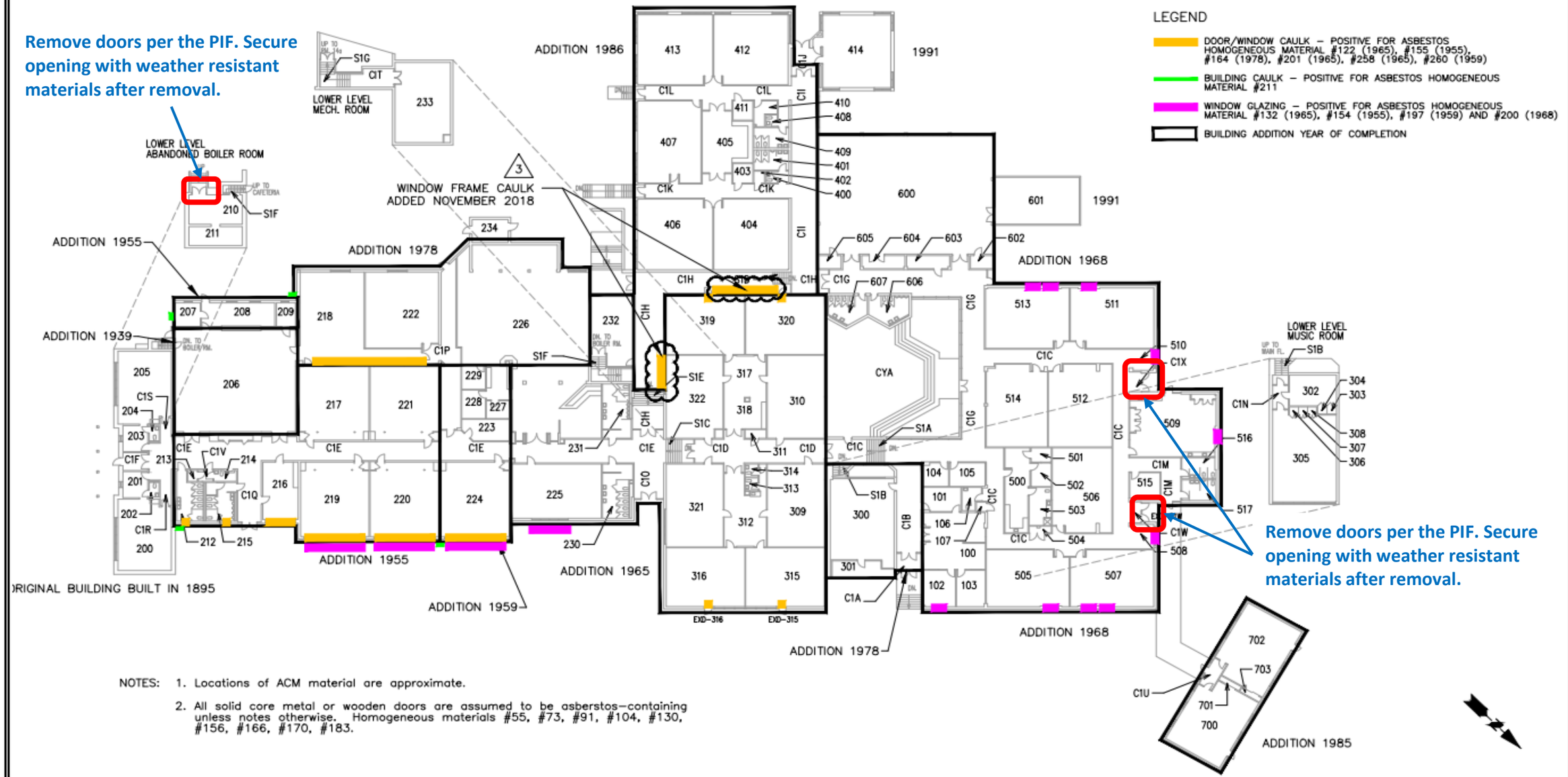
Not to Scale

PINCHIN	Bond Architects - Parkway School District Barretts Elementary School 1780 Carman Road Manchester, Missouri 63021	Pinchin File No.: R262.00457.003 Asbestos Abatement Drawings Date: October 8, 2026 Drawn by: MKSK



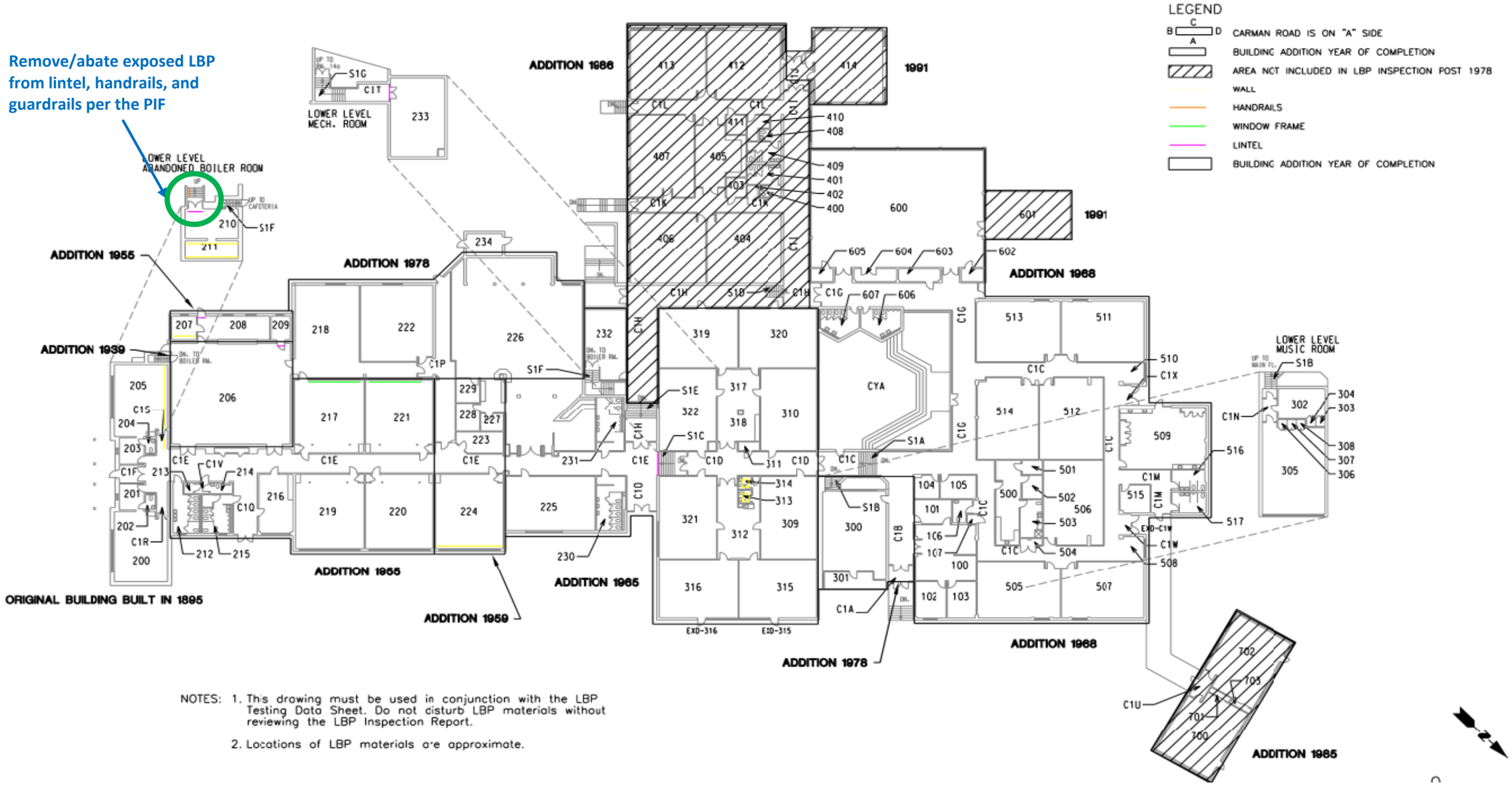
NOTES: 1. Locations of ACM material are approximate.

PINCHIN	**Bond Architects - Parkway School District** **Barretts Elementary School** **1780 Carman Road** **Manchester, Missouri 63021**	**Pinchin File No.: R262.00457.003** **Asbestos Abatement Drawings - Windows** **Date:** **October 8, 2026** **Drawn by:** **MKSK**



NOTES:
1. Locations of ACM material are approximate.
2. All solid core metal or wooden doors are assumed to be asberstos–containing unless notes otherwise. Homogeneous materials #55, #73, #91, #104, #130, #156, #166, #170, #183.

PINCHIN	**Bond Architects - Parkway School District** **Barretts Elementary School** **1780 Carman Road** **Manchester, Missouri 63021**	**Pinchin File No.: R262.00457.003** **Asbestos Abatement Drawings - Doors** **Date:** **October 8, 2026** **Drawn by:** **MKSK**



PINCHIN	**Bond Architects - Parkway School District** **Barretts Elementary School** **1780 Carman Road** **Manchester, Missouri 63021**	**Pinchin File No.: R262.00457.004** **Asbestos Abatement Drawings - Lead-Based Paint** **Date:** **October 8, 2026** **Drawn by:** **MKSK**

Project Information Form

This Project Information Form is provided to assist in defining the asbestos abatement scope of work and to convey information necessary for the abatement contractor to prepare a proposal. This document is intended as a supplement to the contract documents and does not supersede, nor relieve the contractor of, its obligations and responsibilities under applicable federal, state, and local regulations, or the requirements identified in the Project Manual.

BID DUE DATE / TIME:	See invitation to bid
PROJECT TITLE:	Carmen Trails Elementary School – Building Renovations Project
PARKWAY PROJECT:	212501B

Today's Date: August 10, 2026 **Drawings Attached:** Yes, included in Project Manual



Megan Kienker
Missouri Accredited Project Designer #7118073025MOPDI21662

1. INTRODUCTION

This project has been designed by an Asbestos Hazard Emergency Response Act (AHERA) accredited and State of Missouri licensed asbestos project designer.

This Asbestos Abatement Project Information Form has been prepared to comply with applicable regulatory requirements, including the U.S. Environmental Protection Agency (EPA) Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M**,** the Asbestos Hazard Emergency Response Act (AHERA**),** 40 CFR Part 763**,** the Missouri Department of Natural Resources (MDNR), and the St. Louis County Asbestos Abatement Rules and Regulations.

2. SCOPE OF WORK

The Scope of Work includes the proper abatement and disposal of all asbestos-containing materials (ACM) and lead-based paint (LBP) as noted in the project documents and additional abatement and disposal of these materials necessary to facilitate changes in the scope of work should they occur.

The scope of work includes the proper removal of two (2) doors and door frames, cleanup, and disposal of the following approximate quantities of asbestos and LBP:

- 3 cubic feet of vermiculite insulation
- 2 lintels with LBP

The above quantities are estimates only. The Asbestos Abatement Contractor is responsible for field verifying quantities and site conditions.

3. CONTAINMENT

The removal of door frames may result in the release of vermiculite insulation from the CMU. It is anticipated that outdoor removal will be utilized for the removal of vermiculite insulation. Critical barriers will be installed on the interior of the building at each door opening. The work area will be defined by

installing barrier tape and drop cloths. After removing the door and door frames, HEPA vacuum vermiculite insulation debris that fell during door frame removal (if any). In addition, the Contractor will remove as much vermiculite insulation as possible in any opening or gap in the CMU on all sides, including the header of the door opening using a HEPA vacuum. Any gaps or openings will be sealed using a foam sealant and/or caulking. The containment/work area will consist of a critical barrier in the interior of each door opening, barrier tape, one (1) layer of 6-mil polyethylene drop cloth, a localized negative air machine, and proper signage.

It is anticipated that a modified containment will be utilized for the removal of LBP on the lintels at each door. Critical barriers with a polyethylene floor will be installed on the interior of the building at each door opening. The work area will be defined by installing barrier tape and drop cloths. The Contractor will remove LBP utilizing chemical solvents (preferred) or mechanical tools with a HEPA vacuum attachment. The containment/work area will consist of barrier tape, one (1) layer of 6-mil polyethylene on the floor, one (1) layer of 6-mil polyethylene drop cloth, and proper signage.

Following completion of door frame removal, ACM removal, and LBP removal, the Contractor shall temporarily secure each door opening to prevent unauthorized access and weather intrusion. Temporary door-opening securements shall be constructed of durable, weather-resistant materials and shall remain in place until permanent doors, frames, or other building components are installed by others.

HEPA-filtered negative air machines will be exhausted to the exterior, where possible, via windows (which shall have a plywood barrier installed for security purposes), if necessary. Proper signage, barrier tape, etc. shall be installed at all entrance/exit locations to the work areas.

There may be electrical, mechanical, plumbing, low-voltage/data, or fire alarm systems that serve areas outside the Scope of Work or are intended to remain in service. The Contractor shall protect all such systems. The Contractor shall provide temporary power panel(s) for its use, if required, and shall inform Parkway of the panel's electrical requirements. Parkway will perform connection and disconnection of power to the temporary panel(s); the Contractor shall provide all required cabling. Advance notice is required, preferably a minimum of 48 hours.

Access to water shall be coordinated between the Contractor and Parkway.

After completion of the ACM removal work and clean-up, the Contractor shall request a visual inspection from Parkway's representative. Phase Contrast Microscopy (PCM) in-progress clearance samples will be utilized for final clearance air samples in each containment/work area.

Additionally, after completion of the LBP removal and clean-up, a final clearance lead-wipe sample will be collected on the floor in each containment/work area.

4. SCHEDULE

Timing is very important for this project so that renovation activities may proceed. A 10-day notification may be required for this project. The Contractor is responsible for submitting the notification to the St. Louis County Department of Health, including waiver requests, if necessary.

Multiple Shifts Allowed: Yes: **X** No: ____ Extended Shifts: **Yes**

It is the Contractor's responsibility to include in its bid all overtime and/or shift differential premium costs necessary to perform the Work within the time scheduled established in the Project Manual. No claims for overtime or shift differential premium costs required to perform the Work as specified in the bid documents will be allowed. This provision does not apply to claims associated with changes to the Contract Documents issued after award of the Contract.

5. CLEARANCE SAMPLING

TEM (Minimum 6-hour Turnaround after receipt acknowledged by laboratory) *(Whenever asbestos quantities exceed 160 sf or 260 lf)*	Yes: ____	No: **X**
PCM In-Progress (Project Specific – Minimum 2-hour Turnaround) *(At Consultant's discretion)*	Yes: **X**	No: ____
PCM (Minimum 6-hour Turnaround after receipt acknowledged by laboratory)	Yes: ____	No: **X**
Lead Wipe (Minimum 6-hour Turnaround after receipt acknowledge by laboratory) *(Clearance criteria is 5.0 µg/ft^2 of lead or less)*	Yes: **X**	No: ____

6. WORKER PROTECTION

All workers entering the work areas shall wear, at a minimum, disposable suits and 1/2 mask respirators equipped with HEPA filters. When leaving the work area for any reason, all workers shall perform proper decontamination procedures. All applicable NESHAP, OSHA, State, and local requirements shall be strictly followed.

7. MINIMUM REGULATED AREA REQUIREMENTS

These minimum requirements do not supersede applicable regulations.

- **Doors 32 and 33:** Modified Containment (Outdoor) – Critical barriers, barrier tape, one (1) layer of 6-mil polyethylene drop cloths, localized HEPA-filtered negative air machine(s) vented outside, and proper signage.
- **Lintel LBP Removal:** Modified Containment – Critical barriers, barrier tape, one (1) layer of 6-mil polyethylene on the floor, polyethylene drop cloths, and proper signage.

8. DISPOSAL

The Contractor shall label all bags, drums, closed top poly-lined lockable dumpsters, box trucks, and any and all other waste containers in accordance with AHERA, OSHA, Department of Transportation, the National Emission Standards for Hazardous Air Pollutants (NESHAP) issued by USEPA, and any other regulations pertaining to the disposal of asbestos-containing materials and/or debris. Waste Shipment Records shall be prepared and maintained in accordance with NESHAP and any State or local regulations governing the disposal of asbestos. These Waste Shipment Records shall be signed legibly by all required parties. All asbestos-containing material and wastes shall be disposed of at a landfill authorized to accept such wastes. The Waste Manifest shall identify the grid area where the asbestos from this Project is disposed.

LBP debris shall be secured in an enclosed, leak-proof container and stored onsite. Parkway's representative will submit a sample for a Toxicity Characteristic Leaching Procedure (TCLP) to determine if the debris is classified as Hazardous waste (which will need to be disposed at a Hazardous Waste landfill) or Non-Hazardous waste (which can be disposed of as construction debris).

9. ADDITIONAL INFORMATION

Special Health and Safety Concerns:

Confined Space		Hot Work (Fire Watch)	
Heat Stress / Stroke	X	Electrical – Lock & Tag	X
Heights / Fall Protection	X	Chemical	
Parkway Approved Solvents *(Attack 2000, MA-22, MA-24)*		Other: **LBP Solvent**	X

Special Requirements:

All contractor personnel must have completed OSHA 10 or 30-hour training and have a current badge issued by Parkway prior to arriving onsite. If the Contractor uses solvents to abate mastic, they must use one of the approved solvents listed above. The Contractor shall secure openings with lumber where negative air machine exhaust tubing exits building. Additionally, all contractor personnel disturbing LBP materials must provide verification of successfully completing a USEPA approved LBP training course and must have current certification.

Coordination:

Other contractors working in the area? Yes: **X** No: ____

Other contractors will be working simultaneously throughout the facility.

Coordination with other contractors required? Yes: **X** No: ____

The Construction Manager will coordinate work activities of contractors.

Comments:

The Contractor shall perform asbestos abatement work in accordance with this Project Information Form (PIF), the Asbestos Abatement Drawings assembled on August 10, 2026, the Project Manual for Carmen Trails Elementary School – Building Renovation Project, the Bond Architects, Inc. reference drawings, and all Addenda issued.

The Contractor is advised that if it identifies any condition that it believes constitutes a change or addition to the Scope of Work that may require additional compensation, the Contractor shall notify Parkway immediately by email, but no later than twenty-four (24) hours after discovery of the condition.

The Contractor shall document, photograph, and promptly notify Parkway's Representative of any pre-existing damage observed within or adjacent to the work areas prior to the start of work. The Contractor may be held responsible for damages identified after completion of the work that were not documented before work commenced.

Not all work areas included in this PIF Scope of Work have been photographed. The photographs included are representative and are provided to illustrate the work and/or work areas and provide the Contractor with additional information.

10. CLOSEOUT DOCUMENTATION

The abatement contractor shall submit the following documentation to the Owner's Representative prior to beginning preparatory activities and at the end of the project and prior to final payment:

Contract Administration

A. Contractor's Name and Address
B. Contractor's Proof of Missouri State Registration
C. Notification to MDNR/St. Louis County along with the approval letter, if required
D. Insurance Certificates

Project Summary

A. Locations and Quantities of the Work performed
B. Dates when the work was performed
C. Methods used to complete the work (Work Plan)
D. Name of Contractor's Supervisor
E. Name and Missouri Certifications of all Supervisors and Workers
F. Supervisors' and Workers' Medicals and Certificates of Acknowledgement
G. Respirator fit tests for all Supervisors and Workers
H. Contractor's daily log report
I. Enclosure entry/exit log
J. Fully executed Waste Manifest(s), landfill receipts and Chain of Custody
K. Air monitoring results

The items listed in the Contract Administration section and items D, E, F and G in the Project Summary section must be reviewed prior to beginning work on this project. Any supervisor(s) or worker(s) not having this documentation will not be allowed to work on this project until such documentation is provided to the on-site representative.

The Abatement Contractor's project closeout documentation must be submitted to Owner's Consultant no later than 45 days after the last date worked by Abatement Contractor at the subject project site.

Carmen Trails Elementary School – Building Renovations
Abatement Scope of Work Photographs
Pinchin File No. R262.00457.004
Location: 555 Weidman Road, Manchester, MO 63021

Photograph 1



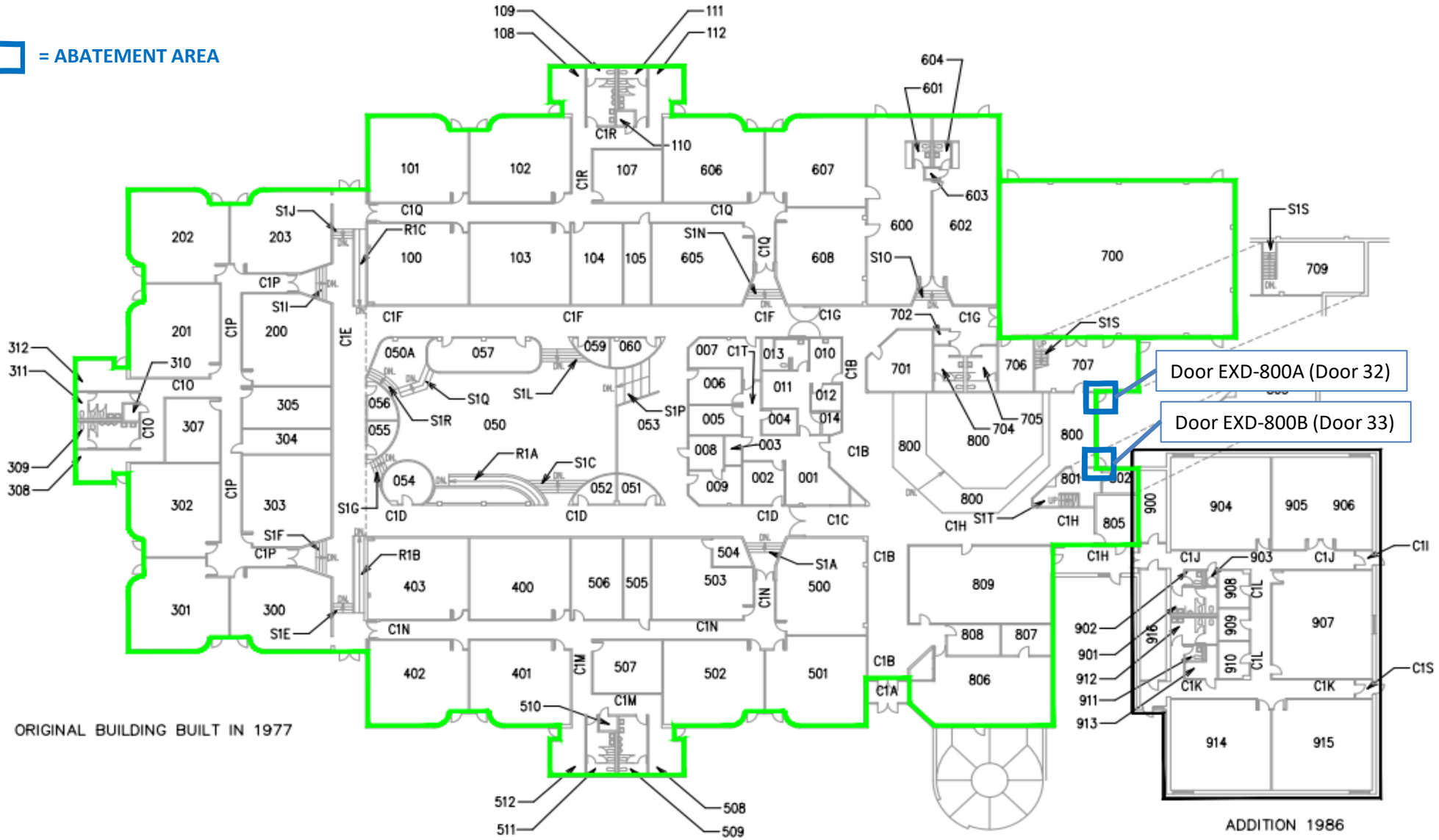
Remove door and door frame. HEPA vacuum vermiculite insulation debris that fell during the door frame removal (if any). In addition, HEPA vacuum as much vermiculite insulation as possible in any opening or gap in the CMU (including header) on all sides of the opening. Seal any opening or gap with foam sealant or caulking.

Photograph 2



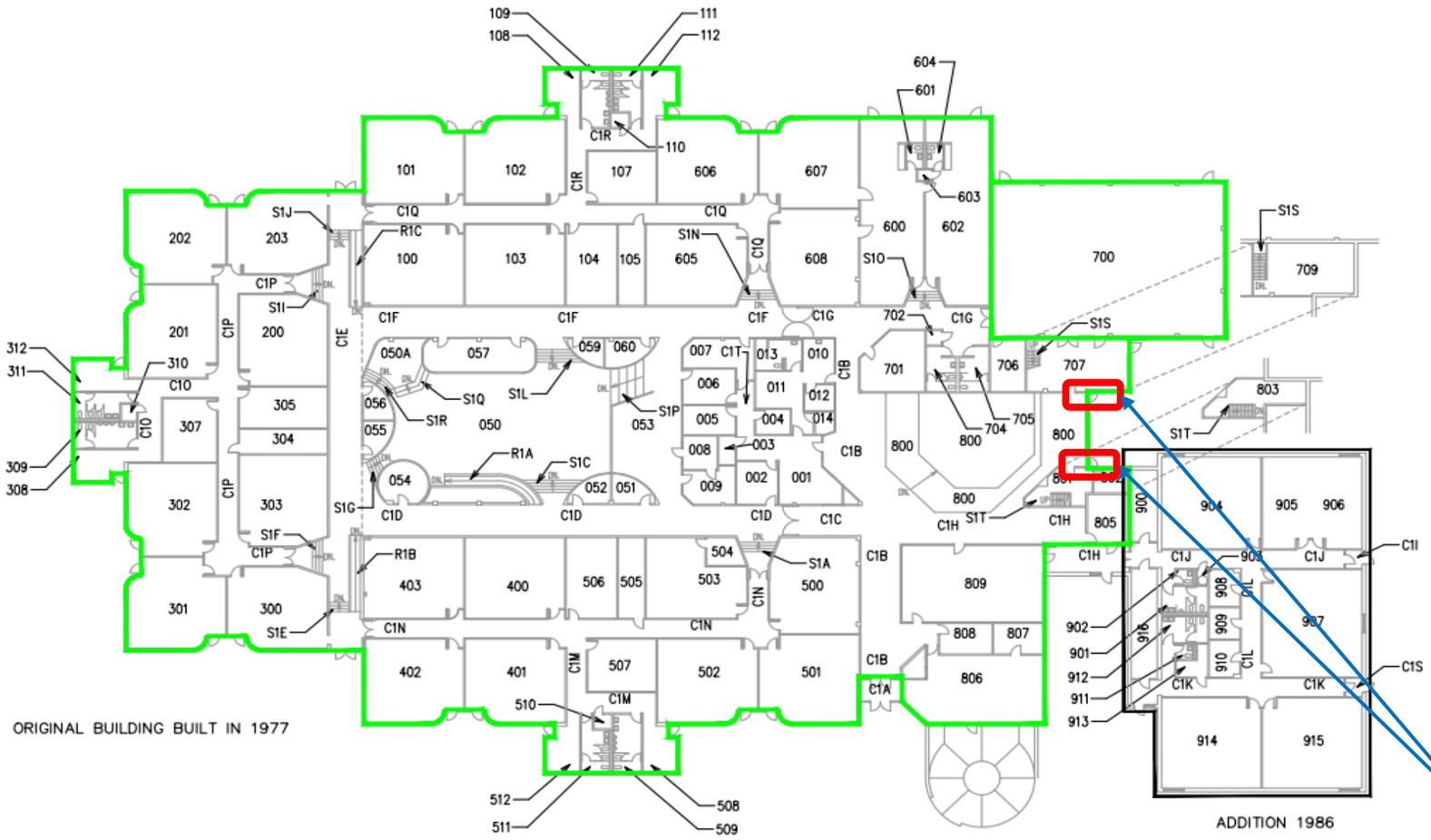
Remove LBP from the lintel utilizing chemical solvents (preferred) or mechanical tools with a HEPA vacuum attachment.

= ABATEMENT AREA



Not to Scale

PINCHIN	**Bond Architects - Parkway School District** **Carmen Trails Elementary School** **555 Weidman Road** **Manchester, Missouri 63021**	**Pinchin File No.: R262.00457.004** **Asbestos Abatement Drawings** **Date:** **Drawn by:** **August 10, 2026** **MKSK**



LEGEND

HOMOGENEOUS MATERIAL #44 VERMICULITE INSULATION

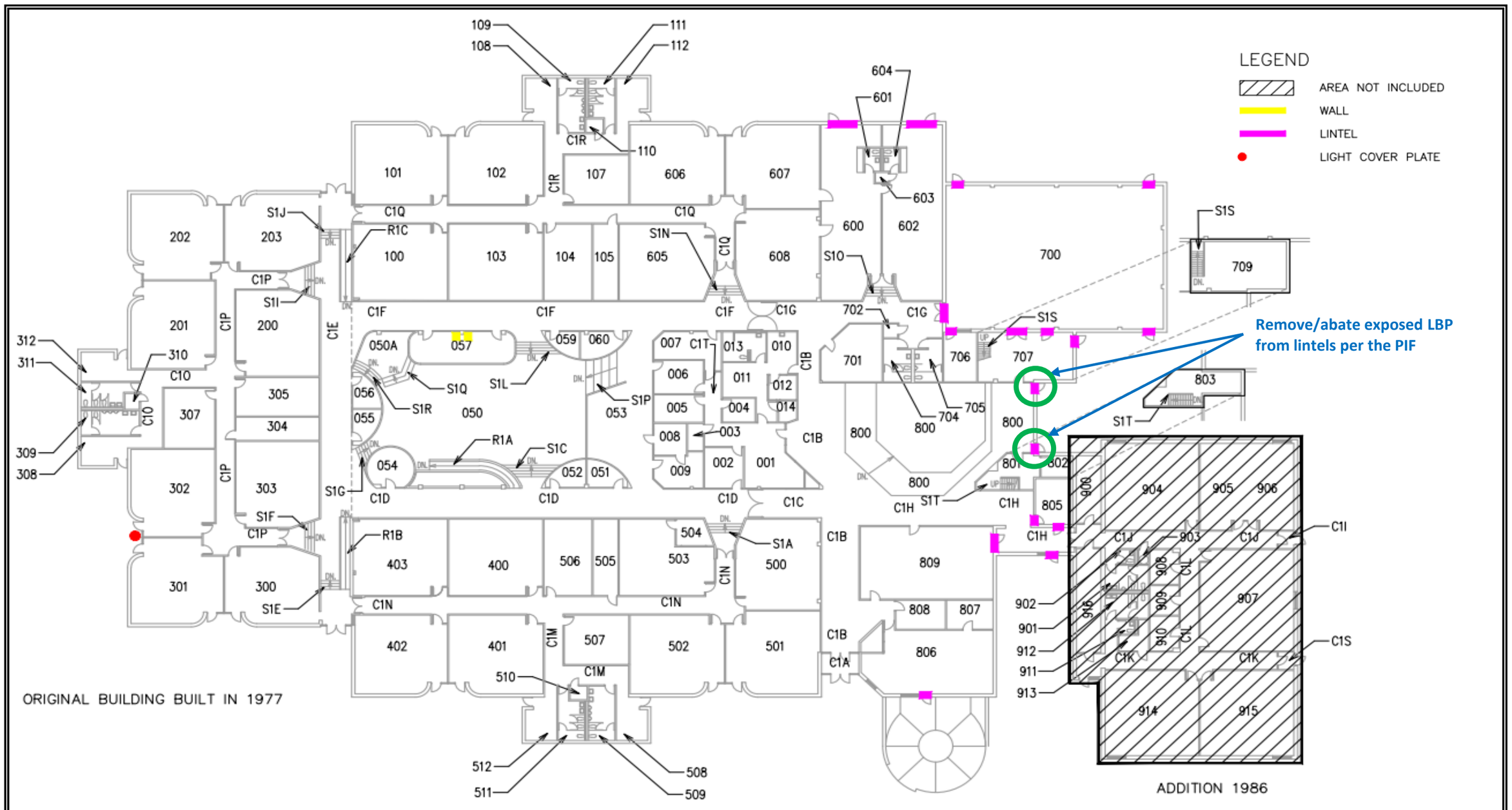
BUILDING ADDITION WITH MONTH AND YEAR OF COMPLETION

NOTES:

1. Locations shown to contain vermiculite are approximate.
2. Consult with Parkway Environmental Department prior to drilling into or demolishing concrete block walls.

Remove doors and door frames. HEPA vacuum all vermiculite debris per the Project Information Form (PIF). Seal gaps or openings where vermiculite may leak on all sides of the door opening. Secure opening with weather-resistant materials after removal.

PINCHIN	**Bond Architects - Parkway School District** **Carmen Trails Elementary School** **555 Weidman Road** **Manchester, Missouri 63021**	**Pinchin File No.: R262.00457.004** **Asbestos Abatement Drawings - Vermiculite Insulation** **Date:** **Drawn by:** **August 10, 2026** **MKSK**



Not to Scale

PINCHIN	**Bond Architects - Parkway School District** **Carmen Trails Elementary School** **555 Weidman Road** **Manchester, Missouri 63021**	**Pinchin File No.: R262.00457.004** **Asbestos Abatement Drawings - Lead-Based Paint** **Date:** **Drawn by:** **August 10, 2026** **MKSK**

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. Change procedures.

D. Correlation of Contractor submittals based on changes.

E. Procedures for permit, municipal surety bonds, and utility connection fee reimbursements.

F. 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. Document 012100 - Allowances: Payment procedures relating to allowances.

E. Section 012200 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.

F. Section 017800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

A. 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.

B. Forms filled out by hand will not be accepted.

C. Submit initial Schedule of Values within 28 days after date of Owner-Contractor Agreement to Owner's electronic document management system - Project Contracts tab - Submittal .
   1. Owner Review: After review by Owner, revise and resubmit corrected Schedule of Values within 7 days. Continue process until Owner accepts Schedule of Values in conformance with requirements of this section.
   2. Owner will not process Applications for Payment until Schedule of Values is approved.

D. Content: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section.
   1. Include separate line items for each of the following:
      a. Bonds.
      b. Insurance.
      c. General requirements.
      d. Overhead and profit.
      e. Record documents at 3 percent of Contract Sum.
      f. The amount of each Allowance identified in Section 012100.
   2. Round off figures to nearest one hundred dollars.
   3. Make sum of total costs of all items listed in Schedule of Values equal to Contract Sum.

E. Revise schedule to list approved Change Orders with each Application For Payment.

1.04 MONTHLY CASH FLOW PROJECTION

1.05 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. 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.

F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

G. 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. Two copies of updated Schedule of Values supporting Application for Payment.
      b. One copy of certified payroll forms for all Contractor and Subcontractor employees working on the Project Site during payment period.
      c. Once copy of construction progress schedule, revised and current as specified in Section 013000.
         1) Alternatively Contractor may submit progress schedule to Owner's electronic document management system - Project Contracts tab - Miscellaneous Documents Table no earlier than 5 days prior to submission of the Application for Payment and include a note stating such with the Application for Payment.
      d. One copy of partial release of liens from major Subcontractors and vendors beginning with second Application for Payment.
      e. Two copies of affidavits attesting to off-site stored products, if any.

H. When Owner requires substantiating information, submit data justifying dollar amounts in question.
   1. Substantiating information shall include actual vendor price quotes to Contractor.

I. 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.

1.06 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 through the Owner's electronic document management system.
   2. Supplementary instructions will be stored in the Owner's electronic document management system - Project Contracts tab - Supplementary Instructions table for this Project.

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. Change Directives will be issued through the Owner's electronic document management system.
      b. Approved Change Directives will be stored in the Owner's electronic document management system - Project Contracts tab - Change Requests table for this Project.
      c. 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 reject the Change Directive and provide reason for the rejection no later than 2 work days from receipt.
         3) Owner will reissue Change Directive<> for approval upon conclusion of negotiations to satisfy the reason for the rejection by the Architect or Contractor.
      d. 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. Proposals in response to Change Directives will be issued through the Owner's electronic document management system.
      b. Approved proposals will be stored in the Owner's electronic document management system - Project Contracts tab - Claims and Change Directive Response Proposals table for this Project.
      c. Contractor shall initiate New Claim or CD Proposal workflow by completing the required fields and attaching supporting documentation for proposal based on proposed method of price quotation and proposed change in Contract Time described in the approved Change Directive.
      d. Owner and Architect will review proposal and:
         1) If in agreement with the proposal, Owner will approve the proposal, notify Contractor, and initiate Change Order workflow no later than 2 work days from receipt.
         2) If not in agreement with the proposal, Owner will reject proposal and provide reason for the rejection 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. Contractor's Claims will be issued through the Owner's electronic document management system.
      b. Approved Claims will be stored in the Owner's electronic document management system - Project Contracts tab - Claims and Change Directive Response Proposals table for this Project.
      c. Owner and Architect will review Claim and:

1) If in agreement with the Claim, Owner will approve the Claim, notify Contractor, and initiate Change Order workflow no later than 2 work days from receipt.
2) If not in agreement with the Claim, Owner will reject Claim and provide reason for the rejection 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 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. Change Orders: Owner will issue a Change Order document that includes a detailed description of a proposed change with, if necessary supplementary or revised drawings and specifications, proposed change in Contract Sum, and proposed change in Contract Time.
1. Execution of Change Orders:
a. Change Orders will be issued through the Owner's electronic document management system.
b. Approved Change Orders will be stored in the Owner's electronic document management system - Project Contracts tab - Change Orders table for this Project.
c. Architect and Contractor shall review the Change Order 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 Order 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 reject the Change Order and provide reason for rejection no later than 2 work days from receipt.
3) Owner will reissue Change Order for approval upon conclusion of negotiations to satisfy the reason for the rejection by the Architect or Contractor.

G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item in order at the end of the schedule and adjust the Contract Sum.

H. 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.

I. Promptly enter changes in Project Record Documents.

1.07 PERMIT, MUNICIPAL SURETY BONDS, AND UTILITY CONNECTION FEE REIMBURSEMENTS

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.

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 004322 - Unit Prices Form: List of Unit Prices as supplement to Bid Form

B. 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.

1.08 SCHEDULE OF UNIT PRICES

A. Item: A - Excavating Unsuitable Soil & Replacement With Granular Fill; Section 312316 - Excavation and Section 312323 - Fill.

B. Item: B - Excavating Unsuitable Soil In Trench & Replacement With Granular Fill; Section 312316.13 - Trenching.

C. Item: C - Provide and Install Geotechnical Stabilization Fabric; Section 312323 - Fill and 312316.13 - Trenching.

D. Item: D - Hazardous Materials Abatement Labor Rates and Unit Costs; Section 028213 - Removal of Asbestos Containing Materials, Section 028233 - Disposal of Asbestos Containing Waste Materials and Section 028410 - Hazardous Waste Management.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 012300
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

1.02 RELATED REQUIREMENTS

A. Document 004323 - Alternates Form: List of Alternates as supplement to Bid Form.

B. Document 005200 - Agreement Form: Incorporating monetary value of accepted Alternates.

1.03 SCHEDULE OF ALTERNATES

A. **Alternate No. 1 (BRT) - Corridor C1X Entrance Replacement (Add):**

1. **Base Bid:** No work at Corridor C1X. The existing doors, sidelite, frames, flooring, wall base, and finishes at opening EXD-C1X and Corridor C1X remain. Replacement of the entrance at EXD-C1W / Corridor C1W is included in the Base Bid.
2. **Alternate:** Remove and replace existing doors EXD-C1XA and EXD-C1XB, the sidelite between them, and the steel frames at Corridor C1X with a new aluminum storefront entrance assembly, complete. Include the following:
    a. Abatement of asbestos-containing materials and lead-based paint associated with the existing doors, frames, sidelite, and caulk at EXD-C1X, as identified in the Owner's environmental documents.
    b. Selective demolition: After abatement removes the doors, remove the sidelite between doors and the steel frames in their entirety, except cut the C-channel at the sidelite sill flush with the concrete floor. Remove caulk and prepare the opening for new storefront (Keynote 0245).
    c. New aluminum storefront entrance unit, including FRP doors (FRP-1), lite between, transom, frame, and door hardware as scheduled, keyed to the Owner's key system (Keynote 0820).
    d. Anchors, shims, flashings, sealants, and temporary enclosure and security of the opening until the new entrance is complete.
    e. Floor preparation and installation of Owner-furnished walk-off carpet tile (WCPT-1), WB-1 wall base, and transition strip at Corridor C1X.
    f. Touch-up wall painting at Corridor C1X to match existing.
    g. Door signage and code-required door decals at Corridor C1X as scheduled.
    h. Field verification of the existing opening and conditions before removal and before ordering new units.
3. Reference Drawings: O.0 (Bid Alternates); AD2.2 and AD5.1 (Keynote 0245); A3.1 and A5.1 (Keynote 0820); A12.4; A13.1; A15.0.
4. Affected Bid Packages: BP 01A - General Trades

B. **Alternate No. 2 (BRT) - Stair EST-008 Retaining Walls, Full Replacement (Add):**

1. **Base Bid:** Replacement of Stair EST-008, including partial demolition of the existing retaining walls as required for the new stairs. Provide a new cast-in-place concrete retaining wall enclosure at the top end of the stair, including side retaining walls at the extended stairwell portion, doweled to existing construction (Keynote 0318). Existing retaining walls and footings remain except where demolition is indicated for the Base Bid.
2. **Alternate:** Remove the existing end and side retaining walls and footings at Stair EST-008 in their entirety (Keynotes 0265 and 0266). Replace them with new cast-in-place concrete retaining walls and footings as indicated on the Structural Drawings. Include the following:
    a. Excavation, shoring and bracing, and protection of the adjacent building, the existing drain and piping at the lower landing, and adjacent pavement.

b. Footings, walls, reinforcement, formwork, dowels to existing construction, wall drainage, and expansion and control joints, all matching the requirements for Base Bid retaining walls.
c. Backfill, compaction, and restoration of adjacent site surfaces.
d. Coordination of guardrail fence base plates and gate posts with the new walls.
e. Coordination with the Structural Engineer regarding the extent of demolition.

3. **Intent:** Full replacement is required if, during demolition of the existing stairs, it is determined that the existing retaining walls do not extend to the depths required for the new, less steep code-compliant stairs (S2.1 Plan Note 7). See Article 1.05 for acceptance.
4. Alternate No. 2 and Alternate No. 3 are mutually exclusive. The Owner will not accept both.
5. Reference Drawings: O.0 (Bid Alternates); AD2.2 (Keynotes 0265, 0266); A3.1 (Keynotes 0318, 0321); A8.2; S2.1; Civil Drawings.
6. Affected Bid Packages: BP 01A - General Trades

C. **Alternate No. 3 (BRT) - No Work at Stair EST-008 (Deduct):**
1. **Base Bid:** Complete replacement of Stair EST-008, including demolition of the existing stairs and landing, new cast-in-place concrete stairs and landing, Base Bid retaining wall extensions, handrails, 48-inch decorative metal fence guardrail surround and gates, and associated excavation, backfill, and site restoration.
2. **Alternate:** Delete all Work at Stair EST-008, including stairs, handrails, surrounding retaining walls, guardrail fence, and gates. The existing stair, retaining walls, handrails, and guardrails remain and shall be protected. State the amount as a deduct from the Base Bid.
3. Alternate No. 3 and Alternate No. 2 are mutually exclusive. The Owner will not accept both.
4. Reference Drawings: O.0 (Bid Alternates); AD2.2 (Keynotes 0265, 0266); A3.1 (Keynote 0321); C4.0 / C4.1; S2.1.
5. Affected Bid Packages: BP 01A - General Trades

D. **Alternate No. 4 (CMT) - Concrete Door Stoops with Frost Heave Prevention Slabs (Add):**
1. **Base Bid:** At the exterior doors indicated on C5.1 as “New Concrete Frost Heave Slab (Bid Alternate),” new asphalt pavement extends to the building as indicated on the Civil Drawings. No concrete stoop or frost heave prevention slab is provided.
2. **Alternate:** At each of those door locations, provide a new cast-in-place concrete stoop with a concrete frost heave prevention slab in place of asphalt pavement, complete. Locations include Doors EXD-800A and EXD-800B (1/A8.1). Include the following:
   a. Additional excavation and removal of unsuitable material to frost depth within the door swing area.
   b. Compacted granular fill or lean concrete to frost depth for the full door swing at door openings, as indicated on S2.1 Detail D.
   c. Concrete slab, reinforcement, and dowels to existing construction as indicated on S2.1 (Detail D and Plan Notes).
   d. Expansion joints and sealant between the stoop and the building and between the stoop and adjacent asphalt pavement (4/A8.1).
   e. Finish, slopes, and elevations providing accessible thresholds at the finished floor elevations shown on C5.1. Include jointing and curing as specified.
   f. Deduct the asphalt pavement, base course, and subgrade preparation the stoops displace.
3. Reference Drawings: C5.1; A2.1A (Keynote 0313); A8.1 (Details 1 and 4); S2.1 (Detail D).
4. Affected Bid Packages: 01A - General Trades

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. Electronic document management system.

C. Preconstruction meeting.

D. Site mobilization meeting.

E. Progress meetings.

F. Subcontractor listing.

G. Construction progress schedule.

H. Progress photographs.

I. Submittals for review, information, and project closeout.

J. Number of copies of submittals.

K. Requests for Information (RFI) procedures.

L. Submittal procedures.

M. Substance abuse testing.

1.02 RELATED REQUIREMENTS

A. Section 007200 - General Conditions: Dates for applications for payment.

B. Section 013216 - Construction Progress Schedule: Form, content, and administration of schedules.

C. Section 016000 - Product Requirements: General product requirements.

D. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.

E. 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 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

A. Owner maintains an electronic document management system for the processing and storage of project documentation.

B. Access requirements:

1. To access the electronic document management system effectively Construction Manager shall maintain a minimum of one cable modem internet connection at Construction Manager's office from the Notice to Proceed date through the 1 year warranty period following the Substantial Completion date.
2. The electronic document management system is a web based application and is accessible through the internet with a web browser application.
3. Provide Windows Explorer version 8 or later on computers accessing the document management system as this is the only web browser supported by the system.
4. Owner will provide to the Contractor a maximum of 4 usernames to access the system.

C. Training:

1. Owner will provide an electronic version of the user manual to Construction Manager that instructs the user in a step-by-step basis how to set-up the user's web browser to access the system and to interact with the system.
2. Construction Manager shall be required to attend one two hour training session provided by Owner at Owner's facility.
    a. This requirement will be waived if Construction Manager has prior experience using Owner's electronic document management system.
3. Owner will schedule training session with Construction Manager within 3 days from Notice to Proceed date.
4. Construction Manager attendees:
    a. Project Manager.
    b. Project Superintendent.
    c. Contract representative if different from Project Manager.
        1) Contract representative is emloyee empowered to approve Construction Change Directives and Change Orders.
    d. Project secretary at Construction Manager 's option.

D. Support:
1. Any questions regarding functionality or problems experienced using the electronic document management system shall be directed to the Owner, not the software vendor.

E. Use:
1. The intent is to use the electronic document system for the following:
    a. Submission, review, comment, issuance, and filing of all contractual and technical submittals.
    b. Submission, review, response, issuance, and filing of all requests for information.
    c. Issuance and filing of all Supplementary Instructions.
    d. Submission, review, comment, approval, and filing of all Claims and Construction Change Directive response proposals.
    e. Issuance, approval, and filing of all Construction Change Directives.
    f. Issuance, approval, and filing of all Change Orders.
    g. Submission and filing of Construction Manager's Daily Project Reports.
    h. Preparation and filing of Subcontractor's listing.
    i. Mark-up and filing of record documents.
    j. Issuance, approval, and filing of the Certificate of Substantial Completion and list of items required to be completed for Final Payment.
    k. Submission, issuance, and filing of miscellaneous documents including, but not limited to meeting minutes, telephone conversation confirmations, written correspondence converted to electronic format, photographs, updated progress schedules, and other documents pertaining to the project as required in these specifications.
2. Issuance is defined as notification of document availability on electronice document system for action or review.
3. Owner, Architect, and Construction Manager shall be required to distribute documents to personnel under the respective authority of each that do not have access to the electronic document management system.
4. Approval of documents in the electronic document management system will be legally binding as if they had been signed by the approving party.

3.02 PRECONSTRUCTION MEETING

A. Owner will schedule a meeting after Notice to Proceed date.

B. Attendance Required:
1. Owner.
2. Architect.
3. Contractor.

4. Contractor's Superintendent.
5. CM Superintendent(s)
6. Major Subcontractors.

C. Agenda:
1. Execution of Owner- Construction Manager Service Order Agreement.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Creation of Subontractor list in Owner's electronic document management system, schedule of values, and progress schedule.
5. Designation of personnel representing the parties to the Contract; Owner, Architect, and Contractor .
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.
8. Application for payment procedures.
9. Progress cleaning, waste removal, and waste recovery.
10. Procedures for maintaining record documents.
11. Hazardous materials notification and procedures.
12. Procedures for logging of worker OSHA 10 Hour Construction Safety & Health Training certification.

D. Record minutes and submit within two days after meeting to Owner's electronic document management system as a Miscellaneous Document.
1. Meeting minutes will be stored in Owner's electronice document management system - Project Contracts tab - Miscellaneous Documents table for this Project.

3.03 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. Major subcontractors.
7. Owner's Tenant Representative.

C. Agenda:
1. Use of premises by Owner and Contractor.
2. Owner's requirements and partial occupancy prior to completion.
3. Construction facilities and controls provided by Owner.
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. Procedures for testing.
12. Procedures for maintaining record documents.
13. Requirements for start-up of equipment.
14. 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.

3.04 PROGRESS MEETINGS

A. Schedule and administer meetings between Notice to Proceed and start of the Work at the site at bi-weekly intervals.

B. Schedule and administer meetings throughout progress of the Work at weekly intervals.

C. The Owner reserves the right to lengthen the interval between progress meetings as project requirements dictate.

D. 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.

E. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

F. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Special Consultants as needed.
   5. Contractor's superintendent.
   6. Major Subcontractors as needed.

G. 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 RFIs log and status of responses.
      d. Review of off-site fabrication and delivery schedules, if any.
      e. Maintenance of progress schedule.
      f. Corrective measures to regain projected schedules.
      g. Planned progress during succeeding work period.
      h. 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.

H. 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.

3.05 CLOSE-OUT PROGRESS MEETINGS

A. Schedule and administer meetings between Substantial Completion and Final Completion at the Owner's offices at bi-weekly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Contractor's Superintendent as needed.
   4. Major Subcontractors as needed.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of punch list Work progress.
   3. Field observations, problems, and decisions.
   4. Review of close-out submittals status.
      a. Extended warranties.
      b. Record document completion affidavits.
      c. Hazardous materials acknowledgement signature logs.
      d. OSHA ten hour construction safety training logs.
      e. Refrigerant management forms.
      f. Outstanding technical submittals.
      g. Consent of Surety.
   5. Other business relating to the close-out of the 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.

3.06 SUBCONTRACTOR LISTING

A. Contractor shall provide a Subcontractor listing not later than 14 days after award of the Contract.

B. The listing will be input and stored in the Owner's electronic document management system - Project Contracts tab - Subcontractor table for this Project.

C. Provide the following information to complete the listing:
   1. Subcontractor company name.
   2. Primary contact name.
   3. Subcontract description identifying the work for which the Subcontractor is responsible.
   4. Subcontractor address.
   5. Telephone, cellular telephone, and facsimile numbers.
   6. Primary contact e-mail address.

3.07 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 013216

3.08 PROGRESS PHOTOGRAPHS

A. Submit new photographs at least once a month or more often to show progress of the work, within 3 days after being taken.

B. Photography Type: Digital; electronic files.

C. Provide photographs of site and construction throughout progress of work produced by Construction Manager photographer, acceptable to Owner.

D. Views:
   1. Provide non-aerial photographs from various views at each specified time, until date of Substantial Completion.
   2. Consult with Owner for instructions on views required.
   3. Provide factual presentation.
   4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

E. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
   1. Delivery Medium: Owner's document management system as a miscellaneous document.

2. File Naming: Include project identification, date and time of view, and view identification.

3.09 REQUESTS FOR (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.
   2. Contractor's shall issue the RFI through the Owner's electronic document management system.

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 Change Order request to Owner.

1. The RFI with response will be stored in the Owner's electronic document management system - Project Contracts tab - RFI's table for this Project.

3.10 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

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. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

3.11 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. Hazardous materials acknowledgement signature logs.
   8. Other types indicated.

B. Submit for Owner's and Architect's review and knowledge in accordance with SUBMITTAL PROCEDURES article below.

3.12 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 completion affidavit for drawings.
   2. Project record documents completion affidavit for specifications.
   3. Operation and maintenance data.
   4. Extended warranties (warranties greater than one year in length).
   5. Compliance with prevailing wage law affidavit.
   6. OSHA ten hour construction safety training log.
   7. Other types as indicated.

B. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

B. Documents for Information: Submit one electronic document to the Owner's electronic document management system.

C. Samples: Deliver the number specified in individual specification sections, but not less than two, under transmittal to the Owner's and Architect's business address; two of which will be retained by the Owner and the Architect respectively.
   1. Submit one electronic document of the delivery transmittal to the Owner's electronic document management system documenting physical sample delivery to Owner and Architect.
   2. After review, produce duplicates.
   3. Retained samples will not be returned to Contractor unless specifically so stated.

3.14 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Submit to Owner's electronic document management system as a Submittal.
      a. Submittals and sample submittal transmittals will be stored in the Owner's electronic document management system - Project Contracts tab - Submittals table for this Project.
   2. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on submittal.
   3. 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.
   4. Schedule submittals to expedite the Project, and coordinate submission of related items.
      a. All submittals shall be due with 42 days from Notice to Proceed date unless specifically identified with a different due date in these specifications or under the following exceptions:
         1) The submittal cannot be made until a part of the Work is installed, in which case the submittal shall be made as specifically identified in these specifications, but in no case longer than 21 days from the completion of the installation.
         2) The submittal is a closeout submittal, in which case the submittal shall be made in accordance with the requirements of Section 017800 - Closeout Submittals.
   5. 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.
   6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
   7. When revised for resubmission, identify all changes made since previous submission.
   8. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
   9. 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.
   10. 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.

D. Samples Procedures:
   1. Transmit related items together as single package.
   2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.15 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.

3.16 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.

3.17 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 013200
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Preliminary Schedule.

B. Construction progress schedule, with network analysis diagrams and reports.

C. Construction phasing plan.

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.03 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Preliminary Construction Schedule.
   2. Construction Manager's Construction Schedule.

B. Related Sections include the following:
   1. Division 1 Section "Payment Procedures" for submitting the Schedule of Values.
   2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
   3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
   4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.04 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
   1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Construction Manager, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
   2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
   3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G. Major Area: A story of construction, a separate building, or a similar significant construction element.

H. Milestone: A key or critical point in time for reference or measurement.

I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.05 COORDINATION

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

B. Coordinate Construction Manager's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from parties involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.01 CONSTRUCTION MANAGER CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for commencement of the Work to date of Substantial Completion.
   1. Activities: Treat each separate area as a separate numbered activity for each principal element of the Work.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
   1. Phasing: Arrange list of activities on schedule by phase.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

2.02 PRELIMINARY CONSTRUCTION SCHEDULE

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

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

2.03 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

PART 3 – EXECUTION

3.01 CONSTRUCTION MANAGER’S CONSTRUCTION SCHEDULE

A. Construction Manager's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

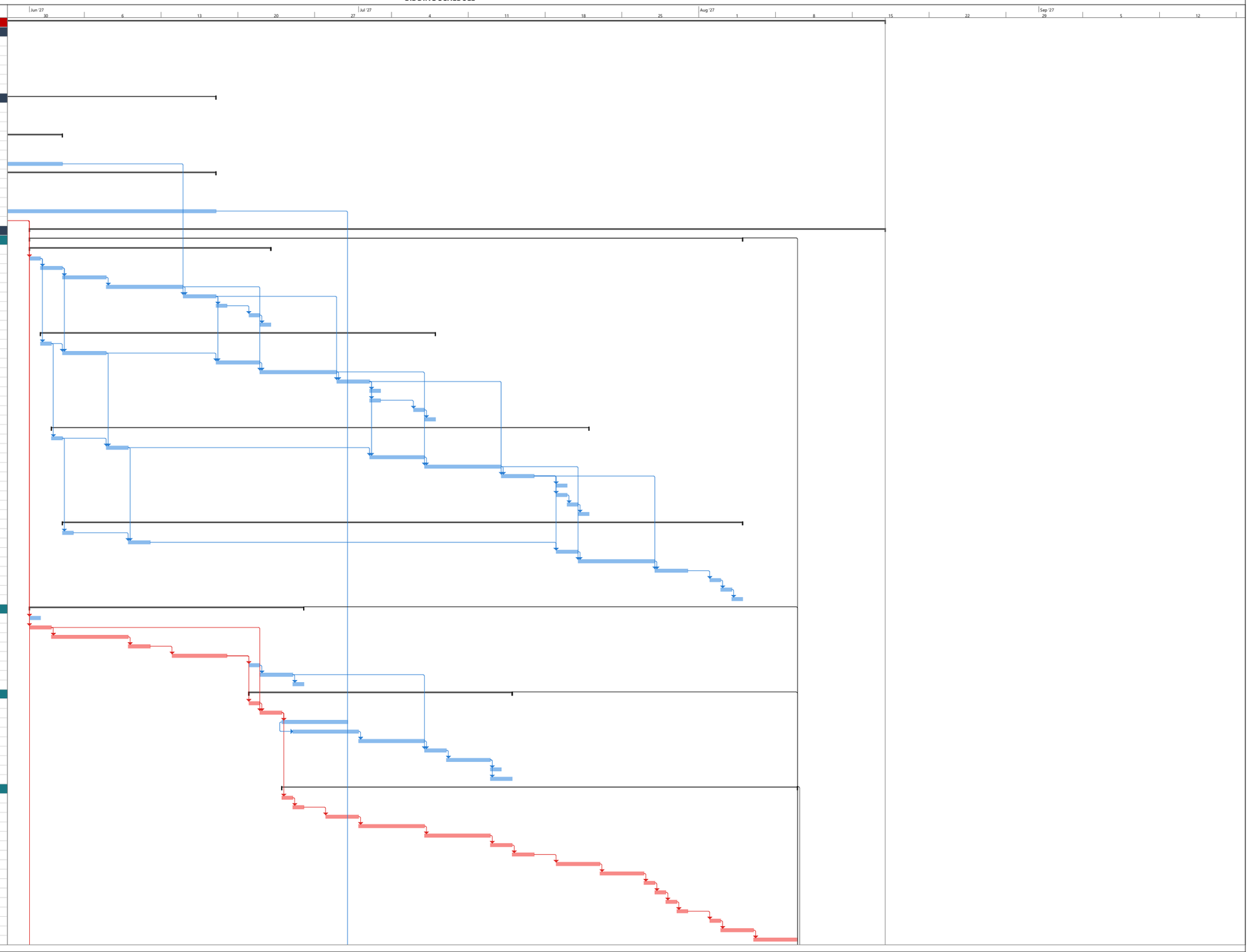
END OF SECTION

Poettker Construction

PARKWAY SCHOOL DISTRICT
BRT / CMT BLDG. RENO & SITE IMPROVEMENTS
BIDDING SCHEDULE

PARKWAY SCHOOLS

ID	Task Name	Duration	Start	Finish	Notes
1	**BRT/CMT BLDG. RENO & SITE IMPROVEMENTS**	**197 days**	**Thu 11/12/26**	**Tue 8/17/27**	
2	**BIDDING**	**45 days**	**Thu 11/12/26**	**Wed 1/13/27**	
3	Issue for Bid	0 days	Thu 11/12/26	Thu 11/12/26	
4	Project Bidding	21 days	Thu 11/12/26	Thu 12/10/26	
5	Bid Open	0 days	Thu 12/10/26	Thu 12/10/26	
6	Bid Interviews & GMP	3 days	Fri 12/11/26	Tue 12/15/26	
7	Board Review	21 days	Wed 12/16/26	Wed 1/13/27	
8	Award	0 days	Wed 1/13/27	Wed 1/13/27	
9	**PROCUREMENT**	**110 days**	**Thu 1/14/27**	**Thu 6/17/27**	
10	Contracting & Adminstration	92 days	Thu 1/14/27	Fri 5/21/27	
11	Utilty Company Preconstruction Meeting	1 day	Mon 5/24/27	Mon 5/24/27	
12	District Notification of Water Service Shutdown	2 days	Tue 5/25/27	Wed 5/26/27	
13	**085113-ALUMINUM WINDOWS**	**80 days**	**Thu 2/11/27**	**Thu 6/3/27**	
14	085113-Submittal Development	10 days	Thu 2/11/27	Wed 2/24/27	
15	085113-Review & Approval	10 days	Thu 2/25/27	Wed 3/10/27	
16	085113-Fabricate & Delivery	60 days	Thu 3/11/27	Thu 6/3/27	
17	**OFCI - PLAYGROUND EQUIPMENT**	**90 days**	**Thu 2/11/27**	**Thu 6/17/27**	
18	Purchase Order	10 days	Thu 2/11/27	Wed 2/24/27	
19	OFCI-Submittal	10 days	Thu 2/25/27	Wed 3/10/27	
20	Review & Approval	10 days	Thu 3/11/27	Wed 3/24/27	
21	OFCI - Fabricate & Delivery	60 days	Thu 3/25/27	Thu 6/17/27	
22	Mobilization	5 days	Mon 5/24/27	Fri 5/28/27	
23	**BARRETTS**	**55 days**	**Tue 6/1/27**	**Tue 8/17/27**	
24	**WINDOW & DOOR REPLACEMENT**	**46 days**	**Tue 6/1/27**	**Wed 8/4/27**	
25	**505/507 - Storefront Replacement**	**16 days**	**Tue 6/1/27**	**Tue 6/22/27**	
26	505/507 - Temp / Mold Containment	1 day	Tue 6/1/27	Tue 6/1/27	
27	505/507 - Abatement (Window Glazing)	2 days	Wed 6/2/27	Thu 6/3/27	
28	505/507 - Demo Existing Storefront	2 days	Fri 6/4/27	Mon 6/7/27	
29	505/507 - Mold Remediation (Potential)	5 days	Tue 6/8/27	Mon 6/14/27	
30	505/507 - Install Storefronts	3 days	Tue 6/15/27	Thu 6/17/27	
31	505/507 - Repair / Replace Wall @ Sill	1 day	Fri 6/18/27	Fri 6/18/27	
32	505/507 - Window Sill & Finishes	1 day	Mon 6/21/27	Mon 6/21/27	
33	505/507 - Remove Temp Wall	1 day	Tue 6/22/27	Tue 6/22/27	
34	**508/SF-B - Storefront & Door Replacement**	**25 days**	**Wed 6/2/27**	**Wed 7/7/27**	
35	508 - Temp Wall / Mold Containment	1 day	Wed 6/2/27	Wed 6/2/27	
36	508 - Abatement (Window Glazing)	2 days	Fri 6/4/27	Mon 6/7/27	
37	508 - Demo Existing Storefront	2 days	Fri 6/18/27	Mon 6/21/27	
38	508 - Mold Remediation (Potential)	5 days	Tue 6/22/27	Mon 6/28/27	
39	508 - Install Storefronts	3 days	Tue 6/29/27	Thu 7/1/27	
40	EXD C1WA/B - Install Doors & Hardware	1 day	Fri 7/2/27	Fri 7/2/27	
41	508 - Repair / Replace Wall @ Sill	1 day	Fri 7/2/27	Fri 7/2/27	
42	508 - Window Sill & Finishes	1 day	Tue 7/6/27	Tue 7/6/27	
43	508 - Remove Temp Wall	1 day	Wed 7/7/27	Wed 7/7/27	
44	**510/SF-B - Storefront & Door Replacement**	**34 days**	**Thu 6/3/27**	**Wed 7/21/27**	
45	510 - Temp Wall / Mold Containment	1 day	Thu 6/3/27	Thu 6/3/27	
46	510 - Abatement (Window Glazing)	2 days	Tue 6/8/27	Wed 6/9/27	
47	510 - Demo Existing Storefront	2 days	Fri 7/2/27	Tue 7/6/27	
48	510 - Mold Remediation (Potential)	5 days	Wed 7/7/27	Tue 7/13/27	
49	510 - Install Storefronts	3 days	Wed 7/14/27	Fri 7/16/27	
50	EXD C1XA/B - Install Doors & Hardware	1 day	Mon 7/19/27	Mon 7/19/27	
51	510 - Repair / Replace Wall @ Sill	1 day	Mon 7/19/27	Mon 7/19/27	
52	510 - Window Sill & Finishes	1 day	Tue 7/20/27	Tue 7/20/27	
53	510 - Remove Temp Wall	1 day	Wed 7/21/27	Wed 7/21/27	
54	**511/513 - Storefront Replacement**	**43 days**	**Fri 6/4/27**	**Wed 8/4/27**	
55	511/513 - Temp Wall / Mold Containment	1 day	Fri 6/4/27	Fri 6/4/27	
56	511/513 - Abatement (Window Glazing)	2 days	Thu 6/10/27	Fri 6/11/27	
57	511/513 - Demo Existing Storefront	2 days	Mon 7/19/27	Tue 7/20/27	
58	511/513 - Mold Remediation (Potential)	5 days	Wed 7/21/27	Tue 7/27/27	
59	511/513 - Install Storefronts	3 days	Wed 7/28/27	Fri 7/30/27	
60	511/513 - Repair / Replace Wall @ Sill	1 day	Mon 8/2/27	Mon 8/2/27	
61	511/513 - Window Sill & Finishes	1 day	Tue 8/3/27	Tue 8/3/27	
62	511/513 - Remove Temp Wall	1 day	Wed 8/4/27	Wed 8/4/27	
63	**NORTH PARKING LOT**	**19 days**	**Tue 6/1/27**	**Fri 6/25/27**	
64	Install SWPPP	1 day	Tue 6/1/27	Tue 6/1/27	
65	Demolish Sidewalks & Asphalt	2 days	Tue 6/1/27	Wed 6/2/27	
66	Storm Sewer Modifications	5 days	Thu 6/3/27	Wed 6/9/27	
67	Regrade Parking Lot	2 days	Thu 6/10/27	Fri 6/11/27	
68	Curbs & Sidewalks	5 days	Mon 6/14/27	Fri 6/18/27	
69	Mill Existing Parking Lot	1 day	Mon 6/21/27	Mon 6/21/27	
70	Asphalt Paving & Overlay	3 days	Tue 6/22/27	Thu 6/24/27	
71	Landscape Restoration	1 day	Fri 6/25/27	Fri 6/25/27	
72	**SOUTH SIDEWALKS**	**17 days**	**Mon 6/21/27**	**Wed 7/14/27**	
73	Install SWPPP	1 day	Mon 6/21/27	Mon 6/21/27	
74	Demo Sidewalks, Stairs, Pavement	2 days	Tue 6/22/27	Wed 6/23/27	
75	Form / Pour Stairs EST-006	4 days	Thu 6/24/27	Tue 6/29/27	
76	Form / Pour Stairs EST-004	4 days	Fri 6/25/27	Wed 6/30/27	
77	Form / Pour Sidewalks	3 days	Thu 7/1/27	Tue 7/6/27	
78	Asphalt Pavement	2 days	Wed 7/7/27	Thu 7/8/27	
79	Modify / Reinstall Handrails	2 days	Fri 7/9/27	Mon 7/12/27	
80	Paint Handrails	1 day	Tue 7/13/27	Tue 7/13/27	
81	Landscape Restoration	2 days	Tue 7/13/27	Wed 7/14/27	
82	**BOILER ROOM STAIRS**	**32 days**	**Thu 6/24/27**	**Mon 8/9/27**	
83	Temp Wall	1 day	Thu 6/24/27	Thu 6/24/27	
84	Remove Door, Frame, Handrails	1 day	Fri 6/25/27	Fri 6/25/27	
85	Demolish Stairs & Fence	3 days	Mon 6/28/27	Wed 6/30/27	
86	Stairwell Footing	3 days	Thu 7/1/27	Tue 7/6/27	
87	Stairwell Foundation Walls	4 days	Wed 7/7/27	Mon 7/12/27	
88	Stair Footings	2 days	Tue 7/13/27	Wed 7/14/27	
89	Backfill	2 days	Thu 7/15/27	Fri 7/16/27	
90	From / Pour New Stairs	4 days	Mon 7/19/27	Thu 7/22/27	
91	Place Landings	2 days	Fri 7/23/27	Mon 7/26/27	
92	Repair Masonry (As Required)	1 day	Tue 7/27/27	Tue 7/27/27	
93	Repair Lintel	1 day	Wed 7/28/27	Wed 7/28/27	
94	Install New Door & Frame	1 day	Thu 7/29/27	Thu 7/29/27	
95	Install Handrails	1 day	Fri 7/30/27	Fri 7/30/27	
96	Paint Handrails	1 day	Mon 8/2/27	Mon 8/2/27	
97	Install New Fence / Guardrail / Gates	3 days	Tue 8/3/27	Thu 8/5/27	
98	Repair Asphalt / Concrete	2 days	Fri 8/6/27	Mon 8/9/27	



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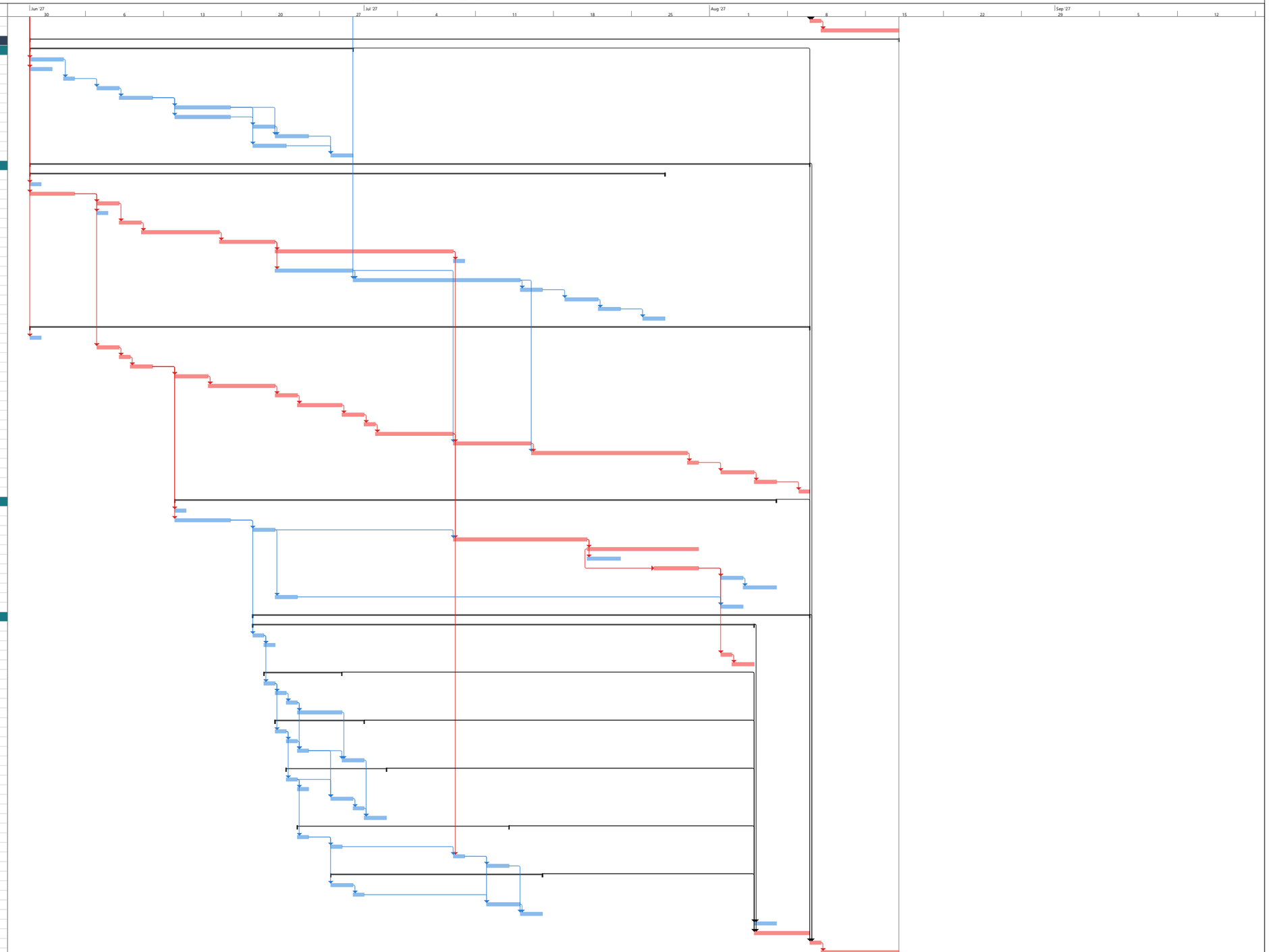
Task | Milestone | Summary | Critical | Critical Split | Progress

Poettker Construction

PARKWAY SCHOOL DISTRICT
BRT / CMT BLDG. RENO & SITE IMPROVEMENTS
BIDDING SCHEDULE

PARKWAY SCHOOLS

ID	Task Name	Duration	Start	Finish	Notes
99	Punch List	1 day	Tue 8/10/27	Tue 8/10/27	
100	Corrective Work	5 days	Wed 8/11/27	Tue 8/17/27	
101	**CARMEN TRAILS**	**55 days**	**Tue 6/1/27**	**Tue 8/17/27**	
102	**CAFETERIA INFILL**	**21 days**	**Tue 6/1/27**	**Tue 6/29/27**	
103	Demo Flooring & Finishes	3 days	Tue 6/1/27	Thu 6/3/27	
104	Electrical Demo	2 days	Tue 6/1/27	Wed 6/2/27	
105	Slab Demo @ Ramp	1 day	Fri 6/4/27	Fri 6/4/27	
106	Infill Subbase	2 days	Mon 6/7/27	Tue 6/8/27	
107	Prep & Pour Slab Infill	3 days	Wed 6/9/27	Fri 6/11/27	
108	Slab Cure	5 days	Mon 6/14/27	Fri 6/18/27	
109	Remove Doors & Frames (Abatement)	5 days	Mon 6/14/27	Fri 6/18/27	
110	Install New Doors / Frames	2 days	Mon 6/21/27	Tue 6/22/27	
111	Rework Electrical	3 days	Wed 6/23/27	Fri 6/25/27	
112	New Flooring	3 days	Mon 6/21/27	Wed 6/23/27	
113	Paint Touch-Ups	2 days	Mon 6/28/27	Tue 6/29/27	
114	**PLAYGROUNDS**	**49 days**	**Tue 6/1/27**	**Mon 8/9/27**	
115	**Large Playground**	**40 days**	**Tue 6/1/27**	**Tue 7/27/27**	
116	Install SWPPP	1 day	Tue 6/1/27	Tue 6/1/27	
117	Demo Play Equipment & SID-025	4 days	Tue 6/1/27	Fri 6/4/27	
118	Remove Mulch	2 days	Mon 6/7/27	Tue 6/8/27	
119	Partial Retaining Wall & Fence Removal	1 day	Mon 6/7/27	Mon 6/7/27	
120	Rough Grade Playground	2 days	Wed 6/9/27	Thu 6/10/27	
121	Perimeter Curbs & Sidewalks	5 days	Fri 6/11/27	Thu 6/17/27	
122	Underdrains & Rock Subgrade	3 days	Fri 6/18/27	Tue 6/22/27	
123	Storm Sewer Pipe & Structures	11 days	Wed 6/23/27	Thu 7/8/27	
124	Reinstall Retaining Wall & Fence	1 day	Fri 7/9/27	Fri 7/9/27	
125	Playground Foundations	5 days	Wed 6/23/27	Tue 6/29/27	
126	Install Playground Equipment	10 days	Wed 6/30/27	Wed 7/14/27	
127	Final Grade	2 days	Thu 7/15/27	Fri 7/16/27	
128	PIP Surfacing	3 days	Mon 7/19/27	Wed 7/21/27	
129	Decorative Fence & Gates	2 days	Thu 7/22/27	Fri 7/23/27	
130	Landscape Restoration	2 days	Mon 7/26/27	Tue 7/27/27	
131	**Small Playground**	**49 days**	**Tue 6/1/27**	**Mon 8/9/27**	
132	Install SWPPP	1 day	Tue 6/1/27	Tue 6/1/27	
133	Demo Play Equipment	2 days	Mon 6/7/27	Tue 6/8/27	
134	Remove Mulch	1 day	Wed 6/9/27	Wed 6/9/27	
135	Demo Retaining Wall, Sidewalk, Pavement	2 days	Thu 6/10/27	Fri 6/11/27	
136	Retaining Wall Footing	3 days	Mon 6/14/27	Wed 6/16/27	
137	CIP Retaining Wall	4 days	Thu 6/17/27	Tue 6/22/27	
138	Rough Grade Playground	2 days	Wed 6/23/27	Thu 6/24/27	
139	Underdrains & Rock Subgrade	2 days	Fri 6/25/27	Mon 6/28/27	
140	Storm Sewer To Manhole	2 days	Tue 6/29/27	Wed 6/30/27	
141	Set Trench Drains	1 day	Thu 7/1/27	Thu 7/1/27	
142	Perimeter Curb, Sidewalks, Pavement	4 days	Fri 7/2/27	Thu 7/8/27	
143	Playground Foundations	5 days	Fri 7/9/27	Thu 7/15/27	
144	Install Playground Equipment	10 days	Fri 7/16/27	Thu 7/29/27	
145	Fine Grade	1 day	Fri 7/30/27	Fri 7/30/27	
146	PIP Surface	3 days	Mon 8/2/27	Wed 8/4/27	
147	Dcorative Fence & Gates	2 days	Thu 8/5/27	Fri 8/6/27	
148	Landscape Restoration	1 day	Mon 8/9/27	Mon 8/9/27	
149	**ASPHALT REPLACEMENT**	**39 days**	**Mon 6/14/27**	**Fri 8/6/27**	
150	Relocate Shed	1 day	Mon 6/14/27	Mon 6/14/27	
151	Demo Asphalt & Concrete Pad	5 days	Mon 6/14/27	Fri 6/18/27	
152	Rough Grade Pavement	2 days	Mon 6/21/27	Tue 6/22/27	
153	North Storm Sewer	8 days	Fri 7/9/27	Tue 7/20/27	
154	South Storm Sewer	8 days	Wed 7/21/27	Fri 7/30/27	
155	Form / Pour Concrete Pad	3 days	Wed 7/21/27	Fri 7/23/27	
156	Form / Pour Vertical Curb	4 days	Tue 7/27/27	Fri 7/30/27	
157	Final Grade	2 days	Mon 8/2/27	Tue 8/3/27	
158	Asphalt Pavement	3 days	Wed 8/4/27	Fri 8/6/27	
159	Regrade Swale	2 days	Wed 6/23/27	Thu 6/24/27	
160	Sod at Swale	2 days	Mon 8/2/27	Tue 8/3/27	
161	**SIDEWALK REPLACEMENTS**	**35 days**	**Mon 6/21/27**	**Mon 8/9/27**	
162	**West Sidewalks (SID-013)**	**32 days**	**Mon 6/21/27**	**Wed 8/4/27**	
163	Demo Sidewalk, Curb, Asphalt Strip	1 day	Mon 6/21/27	Mon 6/21/27	
164	Subgrade	1 day	Tue 6/22/27	Tue 6/22/27	
165	Form Sidewalk	1 day	Mon 8/2/27	Mon 8/2/27	
166	Pour Sidewalk	2 days	Tue 8/3/27	Wed 8/4/27	
167	**South Sidewalk (SID-012)**	**5 days**	**Tue 6/22/27**	**Mon 6/28/27**	
168	Demo Sidewalk, Curb, Asphalt Strip	1 day	Tue 6/22/27	Tue 6/22/27	
169	Subgrade	1 day	Wed 6/23/27	Wed 6/23/27	
170	Form Sidewalk	1 day	Thu 6/24/27	Thu 6/24/27	
171	Pour Sidewalk	2 days	Fri 6/25/27	Mon 6/28/27	
172	**South Sidewalk (SID-011)**	**6 days**	**Wed 6/23/27**	**Wed 6/30/27**	
173	Demo Sidewalk, Curb, Asphalt Strip	1 day	Wed 6/23/27	Wed 6/23/27	
174	Subgrade	1 day	Thu 6/24/27	Thu 6/24/27	
175	Form Sidewalk	1 day	Fri 6/25/27	Fri 6/25/27	
176	Pour Sidewalk	2 days	Tue 6/29/27	Wed 6/30/27	
177	**East Drive (PAV-008)**	**7 days**	**Thu 6/24/27**	**Fri 7/2/27**	
178	Demo Drive, Sidewalk, Bollards	1 day	Thu 6/24/27	Thu 6/24/27	
179	Subgrade	1 day	Fri 6/25/27	Fri 6/25/27	
180	Form Drive/Sidwalks/Curbs	2 days	Mon 6/28/27	Tue 6/29/27	
181	Set Bollards	1 day	Wed 6/30/27	Wed 6/30/27	
182	Pour Pavement / Landing	2 days	Thu 7/1/27	Fri 7/2/27	
183	**East Sidewalks (SID-006)**	**12 days**	**Fri 6/25/27**	**Tue 7/13/27**	
184	Demo Sidewalk, Curb, Asphalt Strip	1 day	Fri 6/25/27	Fri 6/25/27	
185	Subgrade	1 day	Mon 6/28/27	Mon 6/28/27	
186	Form Sidewalk	1 day	Fri 7/9/27	Fri 7/9/27	
187	Pour Sidewalk	2 days	Mon 7/12/27	Tue 7/13/27	
188	**North Sidewalks (SID-005)**	**14 days**	**Mon 6/28/27**	**Fri 7/16/27**	
189	Demo Sidewalk, Curb, Asphalt Strip	2 days	Mon 6/28/27	Tue 6/29/27	
190	Subgrade	1 day	Wed 6/30/27	Wed 6/30/27	
191	Form Sidewalk	3 days	Mon 7/12/27	Wed 7/14/27	
192	Pour Sidewalk	2 days	Thu 7/15/27	Fri 7/16/27	
193	Asphalt Patch @ Sidewalks	2 days	Thu 8/5/27	Fri 8/6/27	
194	Landscape Restoration	3 days	Thu 8/5/27	Mon 8/9/27	
195	Punch List	1 day	Tue 8/10/27	Tue 8/10/27	
196	Corrective Work	5 days	Wed 8/11/27	Tue 8/17/27	



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Task | Milestone | Summary | Critical | Critical Split | Progress

SECTION 013333
TECHNICAL SUBMITTAL SUMMARY

PART 1 GENERAL

2.01 THE SUBMITTALS REQUIRED FROM THE CONTRACTOR INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING. REFER TO EACH SECTION FOR REQUIRED SUBMITTALS.

A. Section 011010 Project Summary - Bid Packages
   1. Before Start of Work:
      a. Plan of Action
      b. Pre-Work Inspection

B. Section 013000 Administrative Requirements
   1. Before Start of Work:
      a. Contingency Plans
      b. Accreditation/License: of accreditation of general superintendent
      c. Tools
      d. Contractors Construction Schedule
   2. Project Close-Out:
      a. Daily Logs, Event/Accident/Discovered Condition Reports

C. Section 014113 Asbestos Abatement Codes, Regulaions and Standards
   1. Before Start of Work:
      a. Licenses/Permits
      b. Notifications

D. Section 015000 Temporary Facilities and Controls
   1. Before Start of Work:
      a. Scaffolding Plan, If used
      b. Decontamination Unit Sub-panel
      c. Ground Fault Circuit Interrupters (GFCI)

E. Section 015139 Temporary Negative Pressure & Air Circulation System
   1. Before Start of Work:
      a. Negative Pressure System Design
      b. HEPA Filtered Fan Units: Product data
      c. Monitoring Equipment: Product data

F. Section 015643 Temporary Enclosures
   1. Before Start of Work:
      a. Spray Cement: Product data & Material Safety Data Sheet
      b. Signs: Samples

G. Section 015726 Decontamination Units
   1. Before Start of Work:
      a. Personnel/ Equipment Decontamination Unit(s): Sketch showing location
      b. Filters: Product Data

H. Section 015733 Worker Protection
   1. Before Start of Work:
      a. AHERA Accreditation: for each worker
      b. State and Local License: for each worker
      c. Certificate Worker Acknowledgment: for each worker
      d. Statement of Physician's opinion for each worker

I. Section 015736 Respiratory Protection
   1. Before Start of Work:
      a. Product Data

b. NIOSH and MSHA Certifications
c. Respiratory Protection Program

J. Section 016000 Product Requirements
1. Before Start of Work:
a. Product List Schedule
b. MSD sheets on products

K. Section 017000 Execution Requirements
1. Project Close-Out:
a. Record Document

L. Section 017333 Project Decontamination
1. After Contractor's Final Testing:
a. Certification of Visual Inspection

M. Section 028213 Removal of Asbestos Containing Materials
1. Before Start of Work:
a. Surfactant: Product Data
b. Material Safety Data Sheet: for each Surfactant
c. Mini Enclosure: Layout Sketch, Location
2. Before Start of Work:
a. Waste Hauler State / Local License
b. Landfill name, address, contact person and telephone number
3. Project Close-Out:
a. Copies of manifests and disposal site receipts

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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 011010 - Project Summary - Bid Packages: 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. Mock-ups.

F. Tolerances.

G. Owner's required inspections.

H. Manufacturers' field services.

I. 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 Construction Manager 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 MOCK-UPS

A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.

B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.

C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.

D. Room Mock-ups: Construct room mock-ups as indicated on drawings. Coordinate installation of materials, products, and assemblies as required in specification sections; finish according to requirements. Provide required lighting and any supplemental lighting where required to enable Architect to evaluate quality of the mock-up.

E. Notify Architect and Owner seven (7) working days in advance of dates and times when mockups will be constructed.

F. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.

G. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

H. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

I. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
   1. Architect will issue written comments within two (2) working days of initial review and each subsequent follow up review of each mockup.
   2. Make corrections as necessary until Architect's approval is issued.

J. Architect will use accepted mock-ups as a comparison standard for the remaining Work.

K. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

L. Where possible salvage and recycle the demolished mock-up materials.

3.03 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.

3.04 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.

3.05 CONSTRUCTION MANAGER REQUIRED INSPECTIONS

A. Owner requires inspections by Contractor 's personnel prior to execution of parts of the Work that will close off the Work from future inspection.

B. Contractor shall notify the 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 the 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 the 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 the 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

3.06 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.

3.07 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 Architect, it is not practical to remove and replace the work, Architect 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.

B. Refrigerant Management:
   1. Under Section 608 of the CAA, EPA has established regulations (40 CFR Part 82, Subpart F) that:
      a. Require service practices that maximize recovery and recycling of ozone-depleting substances (both chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs) and their blends) during the servicing and disposal of air-conditioning and refrigeration equipment.
      b. Set certification requirements for refrigerant recycling and recovery equipment, technicians, and refrigerant reclaimers.
      c. Restrict the sale of refrigerant to certified technicians.

d. Require persons servicing or disposing of air-conditioning and refrigeration equipment to certify to EPA that they have acquired refrigerant recovery and/or recycling equipment and are complying with the requirements of the rule.
e. Require the repair of substantial leaks in air-conditioning and refrigeration equipment with a refrigerant charge greater than 50 pounds.
f. Establish safe disposal requirements to ensure removal of refrigerants from goods that enter the waste stream with the charge intact (e.g., motor vehicle air conditioners, home refrigerators, and room air conditioners).

2. Contractor shall complete an Owner's Standard Contractor Information and Licensing Input Form and identify all technicians that will work on equipment that uses a refrigerant.
   a. All technicians must carry a “Universal” class refrigerant technician license.
   b. Photocopies of each technician's license shall be attached to the Owner's Standard Contractor Information and Licensing Input Form.
3. Contractor shall complete an Owner's Standard Equipment Removal/Installation Input Form for each piece of equipment that uses a refrigerant removed as part of the Work.
4. Contractor shall complete an Owner's Standard Equipment Removal/Installation Input Form for each piece of equipment that uses a refrigerant installed as part of the Work.
5. Contractor shall complete an Owner's Standard Service Order Form for each removal or addition of refrigerant for each piece of equipment.
6. Disposition of Refrigerant:
   a. Contractor shall turn over all removed refrigerant to the Owner in containers conforming to DOT and EPA requirements and in good condition.
   b. Refrigerant containers shall be tagged with the name of the Contractor, the Owner's Project number, the Owner's equipment number, and the type of refrigerant in the container.
   c. Refrigerant will remain the property of the Owner.
   d. The Owner will contact the Contractor after refrigerant is transferred to Owner's storage containers to arrange time for Contractor to retrieve Contractor's refrigerant containers.
   e. Deliver refrigerant containers to the Owner at the District Operations Building, 363 North Woods Mill Road, Chesterfield, Missouri 63017, between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday.
   f. Notify Owner forty-eight hours in advance of delivery; obtain receipt from Owner at time of delivery.
7. Submittals:
   a. Contractor's transmittal form documenting delivery date, type of refrigerant, and quantity of refrigerant delivered to Owner.
   b. The following forms to be used are in Section 006000 - Project Forms:
      1) Owner's Standard Contractor Information and Licensing Input Form: submit within 28 days from Notice to Proceed date but prior to beginning the Work on Project Site.
      2) Owner's Standard Equipment Installation/Removal Input Form: submit all equipment forms as one submittal package prior to Substantial Completion date.
      3) Owner's Standard Service Order Form: submit all service order forms for removing, addiing, or accidental venting of refrigerant as one submittal package prior to Substantial Completion date.

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. 33

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, 2026**

Last Date Objections May Be Filed: **April 9, 2026**

Prepared by Missouri Department of Labor and Industrial Relations

ST. LOUIS COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	$72.26
Boilermaker	$44.93*
Bricklayer - Stone Mason	$65.89
Carpenter	$69.38
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	$61.40
Plasterer	
Communication Technician	$67.84
Electrician (Inside Wireman)	$79.41
Electrician (Outside Lineman)	$44.93*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	$106.30
Glazier	$71.63
Iron Worker	$75.80
Laborer	$58.92
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	$57.31
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	$76.62
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	$57.67
Plumber	$83.99
Pipe Fitter	
Roofer/WaterProofer	$62.13
Sheet Metal Worker	$78.63
Sprinkler Fitter - Fire Protection	$88.12
Truck Driver	$44.93*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters 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.**

ST. LOUIS COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	$70.28
Millwright	
Pile Driver	
Electrician (Outside Lineman)	$77.51
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	$59.45
Laborer - General	
Laborer - Skilled	
Operating Engineer	$76.52
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	$40.45
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance iwth 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 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 014113
ASBESTOS ABATEMENT CODES, REGULATIONS AND STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Summary.

B. Codes and regulations.

C. Standards.

D. EPA guidance documents.

E. Notices.

F. Posting and filing of regulations.

G. Submittals related to regulatory requirements.

1.02 SUMMARY

A. This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

B. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.

C. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

1.03 CODES AND REGULATIONS

A. General Applicability of Codes and Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

C. Federal Requirements: Which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
   1. OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:
      a. Asbestos 29 CFR 1910.1001 and 29 CFR 1926.1101
      b. Respiratory Protection 29 CFR 134
      c. Access to Employee Exposure and Medical Records 29 CFR 20
      d. Hazard Communication 29 CFR 1910.1200
      e. Specifications for Accident Prevention Signs and Tags 29 CFR 1910.145
   2. DOT: U. S. Department of Transportation, including but not limited to:
      a. Hazardous Substances 49 CFR 171 and 172
   3. EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:

a. Asbestos Abatement Projects; Worker Protection Rule 40 CFR 763, Sub-part G
b. Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice 40 CFR 763, Sub-part E
c. Training Requirements of (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice 40 CFR 763, Sub-part E, Appendix C
d. National Emission Standard for Hazardous Air Pollutants (NESHAP) National Emission Standard for Asbestos 40 CFR 61, Sub-part A and M

D. State Requirements: Which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
1. Missouri Department of Natural Resources
a. Air pollution Control Program Asbestos Abatement Projects Registration, Notification, and Performance Requirements10 CSR 10-6

E. Local Requirements: Abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials.
1. Saint Louis County
a. Air Pollution Control Code Section 612.530.

1.04 STANDARDS

A. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the Owner and Owner's Representative harmless for failure to comply with any applicable standard on the part of himself, his employees, or his subcontractors.

C. Standards: Which apply to asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
1. American National Standards Institute (ANSI), 1430 Broadway, New York, NY 10018, telephone(212)354-3300
a. Fundamentals Governing the Design and Operation of Local Exhaust Systems Publication Z9.2-79
b. Practices for Respiratory Protection Publication Z88.2-80
2. American Society for Testing and Materials (ASTM), 1916 Race Street, Philadelphia, PA 19103, telephone(215)299-5400
a. Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849-82
b. Standard Practice for Visual Inspection of Asbestos Abatement Projects E 1368-90
c. Specification for Encapsulants for Friable Asbestos Containing Building Materials Proposal P-189

1.05 EPA GUIDANCE DOCUMENTS

A. EPA Guidance Documents: Discuss asbestos abatement work or hauling and disposal of asbestos waste materials listed below for the Contractor's information only. These documents do not describe the work and are not a part of the work of this contract.

B. Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book) EPA 560/5-85-024

C. Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule. EPA 560/5-84-005.

D. Asbestos in Buildings: Guidance for Service and Maintenance Personnel. EPA 560/5-85-018.

E. Asbestos Waste Management Guidance. EPA 530-SW-85-007.

F. Managing Asbestos in Place. A Building Owner's Guide to Operations and Maintenance Programs for Asbestos-Containing Materials. EPA 20T-2003

G. A Guide to Respiratory Protection for the Asbestos Abatement Industry. EPA-560-OPTS-86-001

1.06 NOTICES

A. U.S. Environmental Protection Agency:
   1. Send Written Notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAP Contact at least 10 days prior to beginning any work on asbestos-containing materials. Send notification to the following address:
      a. REGION 7:
         Asbestos NESHAP Contact
         Air & Waste Management Division
         USEPA
         726 Minnesota Avenue
         Kansas City, KS 66101
         (913) 236-2576
   2. Notification: Complete the notification form provided in 40 CFR 61 and send to the NESHAP contact.

B. State and Local Agencies:
   1. Notification: Send written notification as required by state and local regulations prior to beginning any work on asbestos-containing materials.
   2. Missouri Department of Natural Resources:
      a. Air Pollution Control Program
         P.O. Box 176
         Jefferson City, Missouri 65102
         (573) 751-4817
   3. Saint Louis County:
      a. Department of Health
         6121 North Hanley Road
         Berkeley, Missouri 63134
         (314) 615-8924
   4. Permits and licenses: Obtain and maintain current permits and licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

1.07 POSTING AND FILING OF REGULATIONS

A. Posting and Filing of Regulations: Post all notices required by applicable federal, state and local regulations. Maintain at least one (1) copy of applicable federal, state and local regulations and standard.

1.08 SUBMITTALS RELATED TO REGULATORY REQUIREMENTS

A. Before the Start of Work: Submit the following to the Owner for review. No work shall begin until these submittals are provided.

B. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receiptsfor fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work including:
   1. Notices: Submit notices required by federal, state and local regulations together with proof of timely transmittal to agency requiring the notice.
   2. Permits: Submit copies of current valid permits required by state and local regulations.

3. Licenses: Submit copies of all State and local licenses and permits necessary to carry out the work of this contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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.+

I. Definitions Relative to Asbestos Abatement
1. Accredited or Accreditation (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substances Control Act (TSCA).
2. Aerosol: A system consisting of particles, solid or liquid, suspended in air.
3. Air Cell: Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.
4. Air Monitoring: The process of measuring the fiber content of a specific volume of air.
5. Amended Water: Water to which a surfactant has been added to increase the ability of the liquid to penetrate ACM.
6. Asbestos: The asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite grunerite, anthophyllite, and actinolite tremolite.
7. Asbestos Containing Material (ACM): Any material containing asbestos more than one percent asbestos of any type or mixture of types.
8. Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
9. Asbestos Containing Waste Material: Any material which is or is suspected of being or any material contaminated with an asbestos containing material which is to be removed from a work area for disposal.
10. Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM.

11. Authorized Visitor: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state and local regulatory or other agency having authority over the project.
12. Barrier: Any surface that seals off the work area to inhibit the movement of fibers.
13. Breathing Zone: A hemisphere forward of the shoulders with a radius of approximately 6 to 9 inches.
14. Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.
15. Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.
16. Class I Asbestos Work: Activities involving the removal of TSI and surfacing ACM or PACM.
17. Class II Asbestos Work: Activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
18. Competent Person: One who meets the definition in 29 CFR 1926.32(f) and is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, who has the authority to take prompt corrective measures to eliminate them, and is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan for project designer or supervisor.
19. Critical Barriers: One or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.
20. Decontamination Area: An enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for decontamination of workers, materials and equipment that are contaminated with asbestos.
21. Demolition: The wrecking or taking out of any building component, system, finish or assembly of a facility together with any related handling operations.
22. Disposal Bag: A 6 mil thick leak tight plastic bag, properly marked with the OSHA Asbestos DANGER legend, used for transporting asbestos waste from work and to disposal site.
23. Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.
24. Bridging encapsulant: an encapsulant that forms a discrete layer on the surface of an in situ asbestos matrix.
25. Penetrating encapsulant: an encapsulant that is absorbed by the in situ asbestos matrix without leaving a discrete surface layer.
26. Removal encapsulant: a penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos containing materials rather than for in situ encapsulation.
27. Encapsulation: Treatment of asbestos containing materials, with an encapsulant.
28. Enclosure: The construction of an air tight, impermeable, permanent barrier around asbestos containing material to control the release of asbestos fibers into the air.
29. Filter: A media component used in respirators to remove solid or liquid particles from the inspired air.
30. Friable Asbestos Material: Material that contains asbestos and that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.
31. Glovebag: An impervious plastic bag-like enclosure affixed around ACM with glove-like appendages through which materials and tools may be handled.
32. HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.

33. HEPA Filter Vacuum Collection Equipment (or vacuum cleaner): High Efficiency Particulate Air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.
34. High Efficiency Particulate Air filter: (HEPA) refers to a filtering system capable of trapping and retaining 99.97 percent of all monodispersed particles 0.3 microns in diameter or larger.
35. Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.
36. Negative Initial Exposure Assessment: A demonstration by the contractor which complies with the criteria specified in 29 CFR 1926.1101 that employee exposure during an operation is expected to be consistently below the PELs.
37. Negative Pressure System: A pressure differential and ventilation system, consisting of a local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.
38. Personal Monitoring: Sampling of the asbestos fiber concentrations within the breathing zone of an employee.
39. Permissible Exposure Limits (PELs): Not in excess of 0.1 f/cc airborne asbestos fiber concentration as a 8-hour time weighted average (TWA) or 1.0 f/cc over a sampling period of 30 minutes as measured by NIOSH method 7400.
40. Presumed Asbestos-Containing Material (PACM): Thermal system insulation and surfacing material found in buildings constructed no later than 1980.
41. Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.
42. Repair: Returning damaged ACBM to an undamaged condition or to an intact state so as to prevent fiber release.
43. Regulated Area: An area established to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate. A work area within which airborne concentrations of asbestos exceed or there is a reasonable possibility they may exceed the permissible exposure limit.
44. Respirator: A device designed to protect the wearer from the inhalation of harmful atmospheres.
45. Surfacing Material: Material that is sprayed, troweled-on or otherwise applied to surfaces.
46. Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
47. Thermal System Insulation (TSI): ACM applied to pipes, fitting, boilers, breeching, tanks, ducts or other structural components to prevent heat loss or gain.
48. Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.
49. Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.
50. Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning utensils that have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

51. Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.

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 014529
AIR MONITORING TEST LABORATORY SERVICES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Air Monitoring: during work area clearance is described in 017433 - Work Area Clearance.

1.02 DESCRIPTION OF THE WORK

A. This section describes air monitoring carried out by the Owner to verify that the building beyond the work area and the outside environment remains uncontaminated. This section also sets forth airborne fiber levels both inside and outside the work area as action levels, and describes the action required by the Contractor if an action level is met or exceeded.

B. Air monitoring required by OSHA is work of the Contractor and is not covered in this section.

1.03 AIR MONITORING

A. Work Area Isolation: The purpose of the Owner's air monitoring is to detect faults in the work area isolation such as:
   1. Contamination of the building outside of the work area with airborne asbestos fibers.
   2. Failure of filtration or rupture in the negative pressure system.
   3. Contamination of air outside the building envelop by airborne asbestos fibers.

B. Should any of the above occur, immediately cease asbestos abatement activities until the fault is corrected. Do not recommence work until authorized by the Owner's Representative.

C. Work Area Airborne Fiber Count: The Owner will monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne asbestos concentrations which may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne fibers.

D. Work area clearance: To determine if the elevated airborne fiber counts encountered during abatement operations have been reduced to an acceptable level, the Owner will sample and analyze air per 017433 - Work Area Clearance.

E. The Owner will be conducting air monitoring throughout the course of the project.

1.04 STOP ACTION LEVELS

A. Inside Work Area: Maintain an airborne count in the work area of less than the Stop Action Level given below for the type of respiratory protection in use. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. If a fiber count for any work shift or 8-hour period exceeds the Stop Action Level, stop all work except corrective action, leave negative pressure and air circulation system in operation and notify Owner's Representative. After correcting cause of high fiber levels, do not recommence work for 24 hours unless otherwise authorized, in writing, by Owner's Representative.

STOP ACTION LEVEL (f/cc)	RESPIRATOR REQUIRED	PROTECTION FACTOR
0.1	Half-face/Full-face APR	10
1.0	PAPR or Type C, continuous flow	100
5.0	Type C, pressure demand	1000

B. Outside Work Area: If any air sample taken outside of the Work Area exceeds the base line established prior to start of work, immediately and automatically stop all work except corrective action. The Owner's Representative will determine the source of the high reading and so notify the Contractor in writing.

C. If the high reading was the result of a failure of Work Area isolation measures initiate the following actions:

1. Immediately erect new critical barriers as set forth in Section 015643 Temporary Enclosures to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g. wall, ceiling, and floor).
2. Decontaminate the affected area in accordance with Section 017333 Project Decontamination.
3. Require that respiratory protection as set forth in Section 015736 Respiratory Protection be worn in affected area until area is cleared for reoccupancy in accordance with Section 017433 Work Area Clearance.
4. Leave Critical Barriers in place until completion of work and insure that the operation of the negative pressure system in the Work Area results in a flow of air from the balance of the building into the affected area.
5. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth in Section 015726 Decontamination Units at entry point to affected area.
6. After Certification of Visual Inspection in the Work Area, remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area as set forth in Section 017433 Work Area Clearance.

D. If the high reading was the result of other causes, initiate corrective action as determined by the Owner's Representative.

E. Effect on Guaranteed Maximum Price
1. Complete corrective work with no change in the Guaranteed Maximum Price if high airborne fiber counts were caused by Contractor's activities.
2. The Guaranteed Maximum Price will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

1.05

A. The following methods will be used by the Owner in analyzing filters used to collect air samples. The filters used shall be in accordance with the referenced methods.

B. Samples collected for PCM analysis shall be analyzed by NIOSH 7400 method, most recent method.

C. Samples collected for TEM analysis shall be analyzed by the method set forth in the AHERA Regulations, 40 CFR 763, Appendix A.

1.06 SAMPLE VOLUMES

A. General: The number and volume of air samples taken by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical method used.

1.07 SCHEDULE OF AIR SAMPLES

A. Sample cassettes: Samples will be collected on 25 mm. cassettes with 50 mm. extension cowl as follows:
1. PCM: 0.8 micrometer mixed cellulose ester.
2. TEM: 0.45 micrometer mixed cellulose ester

B. Baseline:
1. Before Start of Work: The Owner will secure the following Air Samples to establish a base line before start of work.

LOCATION SAMPLED	NUMBER OF SAMPLES MINIMUM	MINIMUMVOLUME (LITERS)	RATE LPM
Each Work Area	5 for up to 5000 sq. ft.; one extra per each additional5000 sq. ft.	1,200	1-12

C. Daily:
   1. From start of work of Section 015643 Temporary Enclosures through the work of Section 017333 Project Decontamination, the Owner may be taking the following samples on a daily basis.

LOCATION SAMPLED	NUMBER OF SAMPLES	MINIMUM VOLUME (LITERS)*	RATE (LPM)
Each Work Area	2/shift	400	1-12
Outside Each Work Area adjacent to occupied space or space which will be occupied later	1	1,200	1-12
Clean Room	1	1,200	1-12
Equipment Decontamination	1	1,200	1-12
Output, Negative Pressure System	1	1,200	1-12

*or as required by conditions. Lower volumes required by time constraints or filter loading will raise the detection limit, reducing sampling sensitivity.

D. Additional samples may be taken at Owner's discretion. If airborne fiber counts exceed allowed limits, additional samples will be taken as necessary to monitor fiber levels.

1.08 LABORATORY TESTING

A. The services of a testing laboratory will be employed by the Owner to obtain air samples as indicated and to perform laboratory analyses of the air samples. A technician will obtain samples daily. Samples will either be analyzed on site at a suitable location as provided by the Owner or will be sent overnight on a daily basis so that verbal reports on air samples can be obtained within 24 hours of receipt by the laboratory.

B. If requested by the Contractor, the Owner's Representative may request results of clearance sampling within 24 hours of obtaining samples; any additional costs for such requests shall be incurred by the Contractor. The Contractor will have access to all air monitoring tests and results.

C. A complete record of all air monitoring and results will be furnished to the Owner.

D. Written Reports: Of all air monitoring tests will be posted at the job site on a daily basis.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PERSONAL EXPOSURE MONITORING:

A. Owner will not be performing air monitoring to meet Contractor's OSHA requirements for personnel sampling or any other purpose.

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 enclosures.
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.
E. Section 015813 - Temporary Project Signage.

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 INTERIOR ENCLOSURES

A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and plywood or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces as indicated on drawings.
   1. Maximum flame spread rating of 75 in accordance with ASTM E84.

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 PROJECT IDENTIFICATION

A. Provide project identification sign of design and construction indicated on drawings.

B. Erect on site at location indicated.

C. No signs are allowed without Owner permission except those required by law.

1.14 FIELD OFFICES - SEE SECTION 015213

1.15 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, lighting, heat, ventilation, 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 REFERENCE STANDARDS

A. 29 CFR 1926 - Safety and Health Regulations for Construction.

1.04 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: ____ volt, ____ 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.

1.05 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.

B. Provide and maintain 1 watt/sq ft lighting to exterior staging and storage areas after dark for security purposes.

C. Provide and maintain 0.25 watt/sq ft H.I.D. lighting to interior work areas after dark for security purposes.

D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

E. Maintain lighting and provide routine repairs.

F. Permanent building lighting may be utilized during construction.

1.06 TEMPORARY HEATING

A. Cost of Energy: By Owner.

B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.

C. Maintain minimum ambient temperature of 50 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

D. Owner's existing heat plant may be used.
   1. Exercise measures to conserve energy.
   2. Enclose building prior to activating temporary heat.

E. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.07 TEMPORARY COOLING

A. Cost of Energy: By Owner.

B. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.

C. Maintain maximum ambient temperature of 80 degrees F in areas where construction is in progress, unless indicated otherwise in specifications.

D. Owner's existing cooling plant may be used.
   1. Exercise measures to conserve energy.
   2. Enclose building prior to activating temporary cooling.
   3. Provide separate metering and reimburse Owner for cost of energy used.

E. Prior to operation of permanent equipment for temporary cooling purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.08 TEMPORARY VENTILATION

A. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.09 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 015139
TEMPORARY NEGATIVE PRESSURE AIR CIRCULATION SYSTEM

PART 1 GENERAL

1.01 PATENT RIGHTS

A. Negative pressure machines and the process of setting up a negative pressure space may be subject to patent rights (e.g. Patent No. 4,604,111).

B. Contractor shall pay all license fees and royalties and assume all costs incidental to the use, in the performance of the work or the incorporation into the work of any invention, design, process, product or device which is the subject of any rights, including but not limited to patents or copyrights, held by others.

C. Contractor shall defend, indemnify and hold harmless Owner and Owner's Environmental Consultant and anyone directly or indirectly employed by either of them from and against any and all claims, damages, losses and expenses (including attorney's fees and court and arbitration expenses) arising out of any alleged infringement of such rights of others.

1.02 MONITORING

A. Continuously monitor and record the pressure differential between the work area and the outside of the work area with a monitoring device incorporating a continuous recorder.

B. For containments greater than 20,000 square feet, two monitoring devices, with recorder, shall be required.

C. Meters shall be equipped with a warning buzzer which will sound if pressure differential drops below -0.02 inches of water.

D. The monitoring device(s) shall produce a continuous printout of the pressure differential between the work area and the outside of the work area.

E. The Contractor shall date, initial and indicate the beginning and the end of each shift on the printout.

F. Maintain records of pressure differential in the project data binder.

1.03 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner for review. No work shall begin until these submittals provided.
   1. Number of HEPA filtered fan units required and the calculations necessary to determine the number of machines.
   2. Location of the machines in the Work Area.
   3. Manufacturer's product data on the HEPA filtered fan units to be used.
   4. Description of work practices to insure that airborne fibers travel away from workers.
   5. Manufacturer's product data on equipment used to monitor pressure differential between inside and outside of Work Area.

1.04 QUALITY ASSURANCE

A. Monitor pressure differential at Personnel and Equipment Decontamination Units with a differential pressure meter equipped with a continuous recorder.

B. Meter shall be equipped with a warning buzzer which will sound if pressure differential drops below -0.01" of water.

PART 2 PRODUCTS

2.01 HEPA FILTERED FAN UNITS

A. General: Supply the required number of HEPA filtered fan units to the site in accordance with these specifications.

B. Cabinet: Constructed of durable materials able to withstand damage from rough handling and transportation. The width of the cabinet should be less than 30 inches to fit through standard-size doorways. Provide units whose cabinets are:
   1. Factory-sealed to prevent asbestos-containing dust from being released during use, transport, or maintenance.
   2. Arranged to provide access to and replacement of all air filters from intake end.
   3. Mounted on casters or wheels.

C. Fans: Rate capacity of fan according to usable air-moving capacity under actual operating conditions.

D. HEPA Filters: Provide units whose final filter is the HEPA type with the filter media (folded into closely pleated panels) completely sealed on all edges with a structurally rigid frame.
   1. Provide units with a continuous rubber gasket located between the filter and the filter housing to form a tight seal.
   2. Provide HEPA filters that are individually tested and certified by the manufacturer to have an efficiency of not less than 99.97 percent when challenged with 0.3 um dioctylphthalate (DOP) particles when tested in accordance with Military Standard Number 282 and Army Instruction Manual 136-300-175A.
   3. Provide filters that bear a UL 586 label to indicate ability to perform under specified conditions.
   4. Provide filters that are marked with: the name of the manufacturer, serial number, air flow rating, efficiency and resistance, and the direction of test air flow.

E. Prefilters, which protect the final filter by removing the larger particles, are required to prolong the operating life of the HEPA filter. Two stages of prefiltration are required. Provide units with the following prefilters:
   1. First-stage prefilter: low-efficiency type (e.g., for particles 100 um and larger).
   2. Second-stage (or intermediate) filter: medium efficiency (e.g., effective for particles down to 5 um).

F. Provide units with prefilters and intermediate filters installed either on or in the intake grid of the unit and held in place with special housings or clamps.

G. Provide units equipped with:
   1. Magnehelic gauge or manometer to measure the pressure drop across filters and indicate when filters have become loaded and need to be changed.
   2. A table indicating the usable air-handling capacity for various static pressure readings on the Magnehelic gauge affixed near the gauge for reference, or the Magnehelic reading indicating at what point the filters should be changed, noting Cubic Feet per Minute (CFM) air delivery at that point.
   3. Elapsed time meter to show the total accumulated hours of operation.
      a. Safety and Warning Devices: Provide units with the following safety and warning devices:
      b. Electrical (or mechanical) lockout to prevent fan from operating without a HEPA filter.
   4. Automatic shutdown system to stop fan in the event of a rupture in the HEPA filter or blocked air discharge.
   5. Warning lights to indicate normal operation (green), too high a pressure drop across the filters (i.e., filter overloading) (yellow), and too low of a pressure drop (i.e., rupture in HEPA filter or obstructed discharge) (red).
   6. Audible alarm if unit shuts down due to operation of safety systems.

H. Electrical components: Provide units with electrical components approved by the National Electrical Manufacturers Association (NEMA) and Underwriter's Laboratories (UL).
   1. Each unit is to be equipped with overload protection sized for the equipment.
   2. The motor, fan, fan housing, and cabinet are to be grounded.

PART 3 EXECUTION

3.01 NEGATIVE PRESSURE SYSTEM ISOLATION

A. Isolate the Work Area from all adjacent areas or systems of the building with a pressure differential that will cause a movement of air from outside to inside at any breach in the physical isolation of the Work Area ("Negative Air").

B. Relative Pressure in Work Area: Continuously maintain the Work Area at an air pressure that is lower than that in any surrounding space in the building, or at any location in the immediate proximity outside of the building envelope. This pressure differential when measured across any physical or critical barrier must equal or exceed a static pressure of 0.02 inches of water.

C. Accomplish the pressure differential by exhausting a sufficient number of HEPA filtered fan units from the Work Area. The number of units required will depend on machine characteristics, the seal at barriers, and required air circulation. The number of units will increase with increased make-up air or leaks into the Work Area. Determine the number of units required for pressure isolation by the following procedure:
   1. Establish required air circulation in work area, personnel and equipment decontamination units. Exhaust a sufficient number of units from the work area to develop the required pressure differential.
   2. The required number of units is the number determined above plus one additional unit.

D. Vent HEPA filtered fan units to outside of building unless authorized in writing by Owner.
   1. Mount units to exhaust directly or through disposable ductwork.
   2. Use only new ductwork except for sheet metal connections and elbows.
   3. Use inflatable, disposable plastic ductwork in lengths not greater than 100 feet.
   4. Use spiral wire-reinforced flex duct in lengths not greater than 50 feet.
   5. Arrange exhaust as required to inflate duct to a rigidity sufficient to prevent flapping.

E. Isolation of elevators, stair towers, and return air intakes: Erect seals with an air space at doors to elevators and stair towers.
   1. Fabricate seal by first sealing door with duct tape and 6 mil polyethylene. Construct a barrier from ½" CDX plywood or ½" gypsum board supported by wood studs at 16" on centers.
   2. Space face of barrier a minimum of 3" from face of door.
   3. Seal barrier with 6 mil sheet plastic and duct tape.
   4. Use plywood and framing lumber that is treated to be fire resistant.

F. Isolation of return air ductwork: Return air duct work which must be kept operating is to be isolated from the Work Area.
   1. Wrap the duct with two (2) layers of 6 mil polyethylene.
   2. Seal all polyethylene seams with spray glue and duct tape.

3.02 AIR CIRCULATION IN THE WORK AREA

A. Air Circulation: For purposes of this section air circulation refers to either the introduction of outside air to the Work Area or the circulation and cleaning of air within the Work Area.

B. Determining the Air Circulation Requirements: Provide a fully operational air circulation system supplying a minimum of four (4) air changes per hour.

C. Determine Number of Units needed to achieve required air circulation according to the following procedure:
   1. Determine the volume in cubic feet of the work area by multiplying floor area by ceiling height.
   2. Determine total air circulation requirement in cubic feet per minute (CFM) for the work area by multiplying this volume by the air change rate and dividing by 60.
      a. X Number of air changes per hour
         1) 60 (minutes per hour)

3. Divide the air circulation requirement (CFM) above by capacity of HEPA filtered fan unit(s) used.
4. Capacity of a unit for purposes of this section is the capacity in cubic feet per minute with fully loaded filters (pressure differential which causes loaded filter warning light to come on) in the machine's labeled operating characteristics.
5. Number of Units Needed = Air Circulation Requirement (CFM) Capacity of Unit with Loaded Filters (CFM)
    a. Add one (1) additional unit as a backup in case of equipment failure or machine shutdown for filter changing.

3.03 EXHAUST SYSTEM

A. Negative pressure isolation and air circulation in the Work Area are to be accomplished by an exhaust system as described below.

B. Exhaust all units from the Work Area to meet air circulation requirement of this section.

C. Locate fan unit(s) so that makeup air enters work area primarily through decontamination facilities and traverses Work Area as much as possible. This may be accomplished by positioning the HEPA filtered fan unit(s) at a maximum distance from the worker access opening or other makeup air sources.

D. Vent to Outside of Building, unless authorized in writing by the Owner.

E. Window Openings: Window panes which have to be removed temporarily shall be reinstalled by a qualified tradesman at the completion of the work.

F. Decontamination Units: Arrange Work Area and decontamination units so that the majority of make up air comes through the Decontamination Units. Use only personnel or equipment Decontamination Unit at any time and seal the other so that make up air passes through unit in use.

G. Supplemental Makeup Air Inlets: Provide where required for proper air flow through the Work Area in location approved by the Owner by making openings in the plastic sheeting that allow air from outside the building into the Work Area.
    1. Locate auxiliary makeup air inlets as far as possible from the fan unit(s) (e.g., on an opposite wall), off the floor (preferably near the ceiling), and away from barriers that separate the Work Area from occupied clean areas.
    2. Cover with flaps to reseal automatically if the negative pressure system should shut down for any reason.
    3. Spray flap and around opening with spray adhesive so that if flap closes meeting surfaces are both covered with adhesive.
    4. Use adhesive that forms contact bond when dry.
    5. If makeup air is coming from an asbestos-fiber-contaminated source or potentially contaminated then it should pass through a HEPA filter before entering work area.
    6. If air is contaminated with other materials it may also require filtering.
    7. If this is done, supply air fans will be necessary to overcome the resistance of the filters.
    8. A HEPA filtered fan unit may be used to accomplish this.
    9. Caution must be used to insure that work area remains under negative pressure.

3.04 AIR CIRCULATION IN DECONTAMINATION UNITS

A. Pressure Differential Isolation: Continuously maintain the pressure differential required for the work area in the:
    1. Personnel Decontamination Unit: across the Shower Room with the Equipment Room at a lower pressure than the Clean room.
    2. Equipment Decontamination Unit: Across the Holding Room with the Wash Room at a lower pressure than the Clean Room.

B. Air Circulation: Continuously maintain air circulation in Decontamination Units at same level as required for Work Area.

C. Air Movement: Arrange air circulation through the Personnel Decontamination Unit so that it produces a movement of air from the Clean Room through the Shower Room into the Equipment Room.

3.05 USE OF THE NEGATIVE AIR SYSTEM

A. General:
   1. Each unit shall be serviced by dedicated circuits with overload device.
   2. If an existing building electrical panel is being used it must have sufficient spare capacity to accommodate the load of all negative pressure units connected.
   3. Dedication of existing circuits may be accomplished by shutting down existing loads on the circuits.

B. Testing the System:
   1. Test negative pressure system before any asbestos-containing material is wetted or removed.
   2. After the Work Area has been prepared, the decontamination facility set up, and the fan unit(s) installed, start the unit(s) (one at a time).
   3. Demonstrate operation and testing of negative pressure system to Owner.

C. Demonstrate Operation of the negative pressure system to the Owner to include, but not be limited to, the following:
   1. Plastic barriers and sheeting move lightly in toward Work Area.
   2. Curtain of decontamination units move lightly in toward Work Area.
   3. There is a noticeable movement of air through the Decontamination Unit.
   4. Use smoke tube to demonstrate air movement from Clean Room through Shower Room to Equipment Room.
   5. Use smoke tubes to demonstrate a definite motion of air across all areas in which work is to be performed.

D. Modify the Negative Pressure System as necessary to demonstrate successfully the above.

E. Use of System During Abatement Operations:
   1. Start fan units before beginning work (before any asbestos-containing material is disturbed).
   2. After abatement work has begun, run units continuously to maintain constant negative pressure and air circulation until decontamination of the work area is complete.
   3. Do not turn off units at the end of the work shift or when abatement operations temporarily stop.
   4. Do not shut down negative pressure system during encapsulating procedures, unless authorized by the Owner in writing.
   5. Supply sufficient pre-filters to allow frequent changes.
   6. Start abatement work at a location farthest from the fan units and proceed toward them.
   7. If an electric power failure occurs, immediately stop all abatement work and do not resume until power is restored and fan units are operating again.
   8. At completion of abatement work, allow fan units to run as specified under Section 017333 Project Decontamination, to remove airborne fibers that may have been generated during abatement work and cleanup and to purge the Work Area with clean makeup air. The units may be required to run for a longer time after decontamination, if dry or only partially wetted asbestos material was encountered during any abatement work.

F. Dismantling the System:
   1. When a final inspection and the results of final air tests indicate that the area has been decontaminated, fan units may be removed from the Work Area. Before removal from the Work Area, remove and properly dispose of pre-filter, decontaminate exterior of machine and seal intake to the machine with 6 mil polyethylene to prevent environmental contamination from the filters.

END OF SECTION

SECTION 015213
FIELD OFFICES AND SHEDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Maintenance.

1.02 RELATED REQUIREMENTS

A. Section 011010 - Project Summary - Bid Packages: 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.

1.03 USE OF EXISTING FACILITIES

A. Designated existing spaces may be used for field offices.Coordinate with the Parkway Project Manager and school administration.

PART 2 PRODUCTS

2.01 MATERIALS, EQUIPMENT, FURNISHINGS

A. Materials, Equipment, Furnishings: Serviceable, new or used, adequate for required purpose.

2.02 ENVIRONMENTAL CONTROL

A. Heating, Cooling, and Ventilating: Automatic equipment to maintain comfort conditions.

2.03 CONTRACTOR OFFICE AND FACILITIES

PART 3 EXECUTION

3.01 MAINTENANCE AND CLEANING

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 011010 - Project Summary - Bid Packages: 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 015643
TEMPORARY ENCLOSURES

PART 1 GENERAL

1.01 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner for review. No work shall begin until these submittals provided.

B. Spray Cement: Submit following:
   1. Material Safety Data Sheet: Submit the Material Safety Data Sheet, or equivalent, in accordance with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for spray cement material proposed for use on the work.
   2. Include a separate attachment for each sheet indicating the specific worker protective equipment proposed for use with the material indicated.

C. Signs: Submit samples of signs to be used.

PART 2 PRODUCTS

2.01 SHEET PLASTIC

A. Polyethylene Sheet: A single polyethylene film in the largest sheet size possible to minimize seams, 4 or 6 mils thick as indicated, clear, frosted, or black as indicated.

2.02 MISCELLANEOUS MATERIALS

A. Duct Tape: Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

B. Spray Cement: Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

PART 3 EXECUTION

3.01 SEQUENCE OF WORK

A. Carry out work of this section sequentially.

B. Complete each activity before proceeding to the next.

3.02 GENERAL

A. Work Area: One contiguous work location that is considered contaminated during the work, which must be isolated from the balance of the building and decontaminated at the completion of the asbestos-control work.

B. Completely isolate the Work Area from other parts of the building so as to prevent asbestos-containing dust or debris from passing beyond the isolated area.

C. Should the area beyond the Work Area(s) become contaminated with asbestos-containing dust or debris as a consequence of the work, clean those areas in accordance with the procedures indicated in 017333 - Project Decontamination. Perform all such required cleaning or decontamination at no additional cost to Owner.

D. Place all tools, scaffolding, staging, etc. necessary for the Work in the area to be isolated prior to completion of Work Area isolation.

E. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

F. Lockout power to Work Area by switching off all breakers serving power or lighting circuits in work area.
   1. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner.

G. Lockout power to circuits running through work area wherever possible by switching off all breakers or removing fuses serving these circuits.
   1. Label breakers with tape over breaker with notation "DANGER circuit being worked on". Lock panel and have all keys under control of Contractor's Superintendent or Owner.
   2. If circuits cannot be shut down for any reason, label at intervals 4' on center with tags reading, "DANGER live electric circuit. Electrocution hazard."
   3. Label circuits in hidden locations but which may be affected by the work in a similar manner.

H. Inspection Windows: Install inspection windows in locations shown on the plans or as directed by the Owner. Each inspection window is to have a 24" X 24" viewing area fabricated from 1/4" acrylic or polycarbonate sheet.
   1. Install window with top at 6'-6" above floor height in a manner that provides unobstructed vision from outside to inside of the Work Area.
   2. Protect window from damage from scratching, dirt or any coatings used during the work.
   3. A sufficient number of windows are to be installed to provide observation of all portions of the Work Area that can be made visible from adjacent areas.
   4. Inspection windows that open into uncontrolled area are to be covered with a removable plywood hatch secured by lock and key.
   5. Provide keys to Owner for all such locks.

3.03 EMERGENCY EXITS

A. Emergency Exits: At each existing exit door from the Work Area provide the following means for emergency exiting:
   1. Arrange exit door so that it is secure from outside the Work Area but permits exiting from the Work Area.
   2. Mark outline of door on Primary and Critical Barriers with luminescent paint at least 1" wide.
   3. Hang a razor knife on a string beside outline.
   4. Arrange Critical and Primary barriers so that they can be easily cut with one pass of razor knife.
   5. Paint words "EMERGENCY EXIT" inside outline with luminescent paint in letters at least one foot high and 2" thick.
   6. Mark arrows on poly barriers to indicate direction to exit.

3.04 CONTROL ACCESS

A. Isolate the Work Area to prevent entry by building occupants into Work Area or surrounding controlled areas.

B. Locked Access: Arrange Work Area so that the only access into Work Area is through lockable doors to personnel and equipment decontamination units.

C. Visual Barrier: Where the Work Area is immediately adjacent to or within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that the work procedures are not visible to building occupants. Where this visual barrier would block natural light, substitute frosted or woven rip-stop sheet plastic in locations approved by the Owner.

D. Provide Warning Signs at each locked door leading to Work Area reading as follows:
   1. Immediately inside door and outside critical barriers post an approximately 20“ by 14” manufactured caution sign displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926.1101:

+
DANGER
ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS

AUTHORIZED PERSONNEL ONLY

2. [if !vml]Provide spacing between respective lines at least equal to the height of the respective upper line.

3.05 ALTERNATE METHODS OF ENCLOSURE

A. Before proceeding beyond this point in providing Temporary Enclosures, comply with:
   1. Section 015733 Worker Protection
   2. Section 015736 Respiratory Protection
   3. Section 015726 Decontamination Units

3.06 RESPIRATORY AND WORKER PROTECTION

A. Alternate methods of containing the Work Area may be submitted to the Owner for approval in accordance with procedures set forth in 016000 - Product Requirements.

B. Before Class I work which involves the removal of more than 25 linear or 10 square feet of TSI or surfacing material is begun using an alternate method to those specified in 29 CFR 1926.1101, a copy of the required evaluation and certification must be submitted to the national office of OSHA.

C. Do not proceed with any such method(s) without prior written approval of the Owner.

3.07 CRITICAL BARRIERS

A. Completely Separate the Work Area from other portions of the building and the outside by closing all openings with two layers of polyethylene sheeting at least 6 mil in thickness, or by sealing cracks leading out of Work Area with duct tape.

B. Individually seal all ventilation openings (supply and exhaust), clocks, doorways, windows, convectors and speakers, and other openings into the Work Area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape.

C. Maintain seal until all work including Project Decontamination is completed.

D. Provide Sheet Plastic barriers at least 6 mil in thickness as required to seal openings completely from the Work Area into adjacent areas.

E. Seal the perimeter of all sheet plastic barriers with duct tape or spray cement.

F. Provide Negative Pressure System per 015139 - Temporary Negative Pressure Air Circulation System.

3.08 PREPARE AREA

A. Scaffolding: If fixed scaffolding is to be used to provide access, HEPA vacuum and wet clean area prior to scaffolding installation.

B. Remove all electrical and mechanical items, such as lighting fixtures, clocks, diffusers, registers, escutcheon plates, etc. which cover any part of the surface to be worked on with the work.

C. Remove all general construction items such as cabinets, and doors, which cover the surface of the work as required to prevent interference with the work.

D. Clean, decontaminate and reinstall all such materials, upon completion of all removal work with materials, finishes, and workmanship to match existing installations before start of work.

E. Remove all general construction items such as casework, door trim, moldings, ceilings, trim, etc., which cover the surface of the work as required to prevent interference with the work.

3.09 PRIMARY BARRIER

A. Protect building and other surfaces in the Work Area from damage from water and high humidity or from contamination from asbestos-containing debris, slurry or high airborne fiber levels by covering with a primary barrier as described below.

B. Sheet Plastic: Protect surfaces in the Work Area with two (2) layers of plastic sheeting on floor and walls, or as otherwise directed on the Contract Drawings or in writing by the Owner. Perform work in the following sequence:
   1. Cover Floor of Work Area with 2 individual layers of clear polyethylene sheeting, each at least 6 mil in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius which could be stepped on causing the wall attachment to be pulled loose. Both spray-glue and duct tape all seams in floor covering. Locate seams in top layer six feet from, or at right angles to, seams in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
   2. Cover all walls in Work Area including "Critical Barrier" sheet plastic barriers with one layer of polyethylene sheeting, at least 6 mil in thickness, mechanically supported and sealed with duct tape or spray-glue in the same manner as "Critical Barrier" sheet plastic barriers. Tape all joints including the joining with the floor covering with duct tape or as otherwise indicated on the Contract Documents or in writing by the Owner. Install sheeting so that inner layer can be removed independently of bottom layer.
   3. Stairs and Ramps: Do not cover stairs or ramps with unsecured sheet plastic. Where stairs or ramps are covered with plastic, provide 3/4" exterior grade plywood treads securely held in place, over plastic.
   4. Cover Carpeting with three (3) layers of polyethylene sheeting at least 6 mil in thickness. Place corrugated cardboard sheets between the top and middle layers of polyethylene.
   5. Repair of Damaged Polyethylene Sheeting: Remove and replace plastic sheeting which has been damaged by removal operations or where seal has failed allowing water to seep between layers. Remove affected sheeting and wipe down entire area. Install new sheet plastic only when area is completely dry.

3.10 STOP WORK

A. If the Critical or Primary barrier falls or is breached in any manner stop the Work immediately.

B. Do not start the Work until authorized in writing by the Owner.

3.11 EXTENSION OF WORK AREA

A. Extension of Work Area: If the Critical Barrier is breached in any manner that could allow the passage of asbestos debris or airborne fibers, then add affected area to the Work Area, enclose it as required by this Section of the specification and decontaminate the affected area as described in 017333 - Project Decontamination.

3.12 EXTERIOR ENCLOSURES

A. Construct exterior enclosures as a Critical Barrier as necessary to completely enclose the work.

B. Fabricate from reinforced polyethylene sheeting and wood framing with appropriate sized lumber.

C. Attach to existing building components or brace as necessary for lateral stability.

D. Construct walls to meet all state and local regulations for construction of temporary buildings.

E. Construct to resist a wind of 30 MPH, slope ceiling to permit drainage of rain water.

END OF SECTION

SECTION 015713
TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Prevention of erosion due to construction activities.

B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.

C. Restoration of areas eroded due to insufficient preventive measures.

D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.02 RELATED REQUIREMENTS

A. Section 312200 - Grading: Temporary and permanent grade changes for erosion control.

B. Section 329223 - Sodding: Permanent turf for erosion control.

1.03 REFERENCE STANDARDS

A. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit.

1.04 PERFORMANCE REQUIREMENTS

A. Comply with all requirements of U.S. Environmental Protection Agency for erosion and sedimentation control, as specified for the National Pollutant Discharge Elimination System (NPDES), Phases I and II, under requirements for the 2003 Construction General Permit (CGP).

B. Comply with all requirements of the local municipality and St. Louis County for erosion and sedimentation control.

C. Develop and follow an Erosion and Sedimentation Prevention Plan and submit periodic inspection reports as required by the authority having jurisdiction.

D. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
   1. Obtain and pay for permits and provide security required by authority having jurisdiction.
   2. Owner will withhold payment to Contractor equivalent to all fines resulting from non-compliance with applicable regulations.

E. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.

F. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
   1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.

G. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
   1. Control movement of sediment and soil from temporary stockpiles of soil.
   2. Prevent development of ruts due to equipment and vehicular traffic.
   3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.

H. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
   1. Prevent windblown soil from leaving the project site.

2. Prevent tracking of mud onto public roads outside site.
3. Prevent mud and sediment from flowing onto sidewalks and pavements.
4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.

I. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
2. If sediment basins are used as temporary preventive measures, pump dry and remove deposited sediment after each storm.

J. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.

K. Open Water: Prevent standing water that could become stagnant.

L. Maintenance: Maintain temporary preventive measures until permanent measures have been established.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

C. Maintenance Instructions: Provide instructions covering inspection and maintenance for temporary measures that must remain after Substantial Completion.

PART 2 PRODUCTS

2.01 MATERIALS

A. Mulch: Use one of the following:
1. Straw or hay.
2. Erosion control matting or netting.

B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.

C. Erosion Control Barriers
1. Provide erosion control barriers such as straw bales, silt fences, and other measures as detailed in the drawings.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.02 PREPARATION

A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.03 SCOPE OF PREVENTIVE MEASURES

A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.

B. Construction Entrances: Traffic-bearing aggregate surface.
   1. Width: As required; 20 feet, minimum.
   2. Length: 50 feet, minimum.
   3. Provide at each construction entrance from public right-of-way.
   4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.

C. Linear Sediment Barriers: Made of silt fences.
   1. Provide linear sediment barriers:
      a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
   2. Space sediment barriers with the following maximum slope length upslope from barrier:
      a. Slope of Less Than 2 Percent: 100 feet..
      b. Slope Between 2 and 5 Percent: 75 feet.
      c. Slope Between 5 and 10 Percent: 50 feet.
      d. Slope Between 10 and 20 Percent: 25 feet.
      e. Slope Over 20 Percent: 15 feet.

D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
   1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
   2. Straw bale row blocking entire inlet face area; anchor into pavement.

E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.

F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.

G. Soil Stockpiles: Protect using one of the following measures:
   1. Cover with polyethylene film, secured by placing soil on outer edges.
   2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.

H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.

I. Temporary Seeding: Use where temporary vegetated cover is required.

3.04 INSTALLATION

A. Silt Fences:
   1. Store and handle fabric in accordance with ASTM D4873/D4873M.
   2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
   3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
   4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
   5. Install with top of fabric at nominal height and embedment as specified.
   6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
   7. Fasten fabric to wood posts using one of the following:
      a. Four nails per post with 3/4 inch diameter flat or button head, 1 inch long, and 14 gauge, 0.083 inch shank diameter.
      b. Five staples per post with at least 17 gauge, 0.0453 inch wire, 3/4 inch crown width and 1/2 inch long legs.
   8. Fasten fabric to steel posts using wire, nylon cord, or integral pockets.

9. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.

B. Straw Bale Rows:
   1. Install bales in continuous rows with ends butting tightly, with one bale at each end of row turned uphill.
   2. Install bales so that bindings are not in contact with the ground.
   3. Embed bales at least 4 inches in the ground.
   4. Anchor bales with at least two stakes per bale, driven at least 18 inches into the ground; drive first stake in each bale toward the previously placed bale to force bales together.
   5. Fill gaps between ends of bales with loose straw wedged tightly.
   6. Place soil excavated for trench against bales on the upslope side of the row, compacted.

C. Temporary Seeding:
   1. When hydraulic seeder is used, seedbed preparation is not required.
   2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
   3. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
   4. Incorporate fertilizer into soil before seeding.
   5. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
   6. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
   7. Repeat irrigation as required until grass is established.

3.05 MAINTENANCE

A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.

B. Repair deficiencies immediately.

C. Silt Fences:
   1. Promptly replace fabric that deteriorates unless need for fence has passed.
   2. Remove silt deposits that exceed one-third of the height of the fence.
   3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.

D. Straw Bale Rows:
   1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
   2. Remove silt deposits that exceed one-half of the height of the bales.
   3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.

E. Clean out temporary sediment control structures weekly and relocate soil on site.

F. Place sediment in appropriate locations on site; do not remove from site.

3.06 CLEAN UP

A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Architect.

B. Clean out temporary sediment control structures that are to remain as permanent measures.

C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION

SECTION 015719
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Construction procedures to promote adequate indoor air quality after construction.

1.02 PROJECT GOALS

A. Dust and Airborne Particulates: Prevent deposition of dust and other particulates in HVAC ducts and equipment.
   1. Cleaning of ductwork is not contemplated under this Contract.
   2. Contractor shall bear the cost of cleaning required due to failure to protect ducts and equipment from construction dust.

B. Airborne Contaminants: Procedures and products have been specified to minimize indoor air pollutants.
   1. Furnish products meeting the specifications.
   2. Avoid construction practices that could result in contamination of installed products leading to indoor air pollution.

1.03 RELATED REQUIREMENTS

A. Section 014000 - Quality Requirements: Testing and inspection services.

B. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions.

1.04 REFERENCE STANDARDS

A. ASHRAE Std 52.2 - Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

B. SMACNA (OCC) - IAQ Guidelines for Occupied Buildings Under Construction.

1.05 DEFINITIONS

A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.

B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.

C. Particulates: Dust, dirt, and other airborne solid matter.

D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

PART 2 PRODUCTS

2.01 MATERIALS

A. Low VOC Materials: See Section 016116.

B. Low VOC Materials: See other sections for specific requirements for materials with low VOC content.

C. Auxiliary Air Filters: MERV of 8, minimum, when tested in accordance with ASHRAE Std 52.2.

PART 3 EXECUTION

3.01 CONSTRUCTION PROCEDURES

A. Prevent the absorption of moisture and humidity by adsorptive materials by:
   1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
   2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
   3. Provide sufficient ventilation for drying within reasonable time frame.

B. Begin construction ventilation when building is substantially enclosed.

C. If extremely dusty or dirty work must be conducted inside the building, shut down HVAC systems for the duration or temporarily isolate the HVAC system supply and return in the work area from the remainder of the HVAC system; remove dust and dirt completely before restarting systems.

D. HVAC equipment and supply air ductwork may be used for ventilation during construction:
   1. Ensure that air filters are correctly installed prior to starting use; replace filters when they lose efficiency.
   2. Seal return air inlets or otherwise positively isolate return air system to prevent recirculation of air; provide alternate return air pathways.
   3. Where return air ducts must be used for ventilation, install auxiliary filters at return inlets, sealed to ducts; use filters with at least the equivalent efficiency as those required at supply air side; inspect and replace filters when they lose efficiency.

E. Do not store construction materials or waste in mechanical or electrical rooms.

F. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
   1. Inspect duct intakes, return air grilles, and terminal units for dust.
   2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
   3. Clean tops of doors and frames.
   4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
   5. Clean return plenums of air handling units.
   6. Remove intake filters last, after cleaning is complete.

G. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.

H. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

END OF SECTION

SECTION 015726
DECONTAMINATION UNITS

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. Provide separate Personnel and Equipment Decontamination facilities. Require that the Personnel Decontamination Unit be the only means of ingress and egress for the Work Area. Require that all materials exit the Work Area through the Equipment Decontamination Unit.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 015000 Temporary Facilities and Controls: Electrical requirements and requirements relative to connection of decontamination facilities to building systems such as water, sewer, and electrical.

B. Section 015643 Temporary Enclosures: Isolation of the Work Area.

C. Section 014113 Asbestos Abatement Codes, Regulations, and Standards: Warning Signs.

D. Section 013000 - Administrative Requirements: Submittals.

1.03 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner for review. No work shall begin until these submittals provided.

B. Personnel Decontamination Unit: Provide sketch showing location.

C. Equipment Decontamination Unit: Provide sketch showing location.

D. Filters: Provide product data.

PART 2 PRODUCTS

2.01 POLYETHYLENE SHEET

A. Provide a single polyethylene film in the largest sheet size possible to minimize seams, 4 or 6 mil thick as indicated, clear, frosted or black as indicated.

2.02 DUCT TAPE

A. Provide duct tape in 2" or 3" widths as indicated, with an adhesive which is formulated to stick aggressively to sheet polyethylene.

2.03 SPRAY ADHESIVE

A. Provide spray adhesive in aerosol cans which is specifically formulated to stick tenaciously to sheet polyethylene.

2.04 SHOWER PAN

A. Provide one piece waterproof shower pan of appropriate size.

B. Fabricate from seamless fiberglass minimum 1/16" thick reinforced with wood, 18 ga. stainless or galvanized steel with welded seems, copper or lead with soldered seams, or a seamless liner of minimum 60 mil thick elastomeric membrane.

2.05 SHOWER WALLS

A. Provide 8' long by approximately 7' high walls fabricated from rigid, impervious, waterproof material, either corrugated fiberglass roofing or equivalent.

B. Structurally support as necessary for stability.

2.06 SHOWER HEAD AND CONTROLS

A. Provide a factory-made shower head producing a spray of water which can be adjusted for spray size and intensity.

B. Feed shower with water mixed from hot and cold supply lines.

C. Arrange so that control of water temperature, flow rate, and shut off is from inside shower without outside aid.

2.07 FILTERS

A. Provide cascaded filter units on drain lines from showers or any other water source carrying asbestos-contaminated water from the work area.

B. Provide units with disposable filter elements as indicated below.

C. Connect so that discharged water passes primary filter and output of primary filter passes through secondary filter.

D. Primary Filter - Passes particles 20 microns and smaller

E. Secondary Filter - Passes particles 5 microns and smaller

F. Provide spare filters for both personnel and equipment decontamination unit water filters.

2.08 HOSE BIB

A. Provide heavy bronze angle type with wheel handle, vacuum breaker, and 3/4" National Standard male hose outlet.

2.09 SHOWER STALL

A. For wash down station provide leak tight shower enclosure with integrated drain pan fabricated from fiberglass or other durable waterproof material, approximately 3' x 3' square with minimum 6' high sides and back.

B. Structurally support as necessary for stability.

C. Equip with hose bib, as specified in this section, mounted at approximately 4'" above drain pan.

D. Connect drain to a reservoir, pump water from reservoir through filters to a drain.

E. Mount filters inside shower stall on back wall beneath hose bib.

2.10 ELASTOMERIC MEMBRANE

A. Provide uniform flat sheets of flexible sheet roofing material fabricated from EPDM (ethylene propylene diene monomers) or Neoprene (polychloroprene), in a nominal 45 mil thickness.

2.11 LUMBER

A. Provide kiln dried lumber of any grade or species.

2.12 SUMP PUMP

A. Provide totally submersible waterproof sump pump with integral float switch.

B. Provide unit sized to pump two times the flow capacity of all showers or hoses supplying water to the sump, through the filters specified herein when they are loaded to the extent that replacement is required.

C. Provide unit capable of pumping debris, sand, plaster or other materials washed off during decontamination procedures without damage to mechanism of pump.

D. Adjust float switch so that a minimum of 3" remains between top of liquid and top of sump pan.

2.13 HOLDING TANK

A. Provide holding tank for waste water to prevent water from backing up in shower or wash room.

2.14 GROUND FAULT CIRCUIT INTERRUPTER

A. To be installed on all electrical equipment, including cords, used in the decontamination units.

PART 3 EXECUTION

3.01 PERSONNEL DECONTAMINATION UNIT

A. Provide a Personnel Decontamination Unit outside the work area consisting of a serial arrangement of connected rooms or spaces, Clean Room, Shower Room, and Equipment Room.

B. Require all persons without exception to pass through this Personnel Decontamination Unit for entry into and exiting from the Work Area for any purpose.

C. Do not allow parallel routes for entry or exit.

D. Do not remove equipment or materials through Personnel Decontamination Unit.

E. Provide adequate temporary lighting and heat within Personnel Decontamination Units.

F. Clean Room (changing room): Provide a room that is physically and visually separated from the rest of the building for the purpose of changing into protective clothing. Clean Room shall meet the following requirements:
   1. Construct using polyethylene sheeting, at least 6 mil in thickness, to provide an airtight seal between the clean room and the rest of the building.
   2. Locate so that access to work area from clean room is through shower room.
   3. Separate clean room from the building by a sheet plastic flapped doorway.
   4. Require workers to remove all street clothes in this room, dress in protective coveralls, and don respiratory protection equipment.
   5. Do not allow asbestos-contaminated items to enter this room.
   6. Require workers to enter this room either from outside the structure dressed in street clothes, or naked from the showers.
   7. An existing room may be utilized as the changing room if it is suitably located and of a configuration whereby workers may enter the changing room directly from the shower room.
      a. Protect all surfaces of room with sheet plastic as set forth in Section 015643 Temporary Enclosures.
      b. Authorization for this must be obtained from the Owner's Representative in writing prior to start of construction.
      c. Submit written request in accordance with Section 016000 Product Requirements detailing layout and protective measures proposed.
   8. Maintain floor of changing room dry and clean at all times.
   9. Do not allow overflow water from shower to wet floor in changing room.
   10. Damp wipe all surfaces twice after each shift change with a disinfectant solution.
   11. Provide posted information for all emergency phone numbers and procedures.
   12. Provide a continuously adequate supply of disposable bath towels.
   13. Provide one (1) storage locker per employee.
   14. Equip room with benches and shelves and clean protective clothing, replacement filters for respirators, towels and other required protective equipment.
   15. Provide a lockable door which may be secured during non-work hours.

G. Shower Room: Provide a completely watertight operational shower to be used for transit by cleanly dressed workers heading for the work area from the changing room, or for showering by workers headed out of the work area after undressing in the equipment room. Shower Room shall meet the following requirements:
   1. Construct room by providing a shower pan and two shower walls in a configuration that will cause water running down walls to drip into pan.
   2. Install a freely draining wooden floor in shower pan at elevation of top of pan.
   3. Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.
   4. Separate this room from the clean room and equipment room with airtight walls fabricated of 6 mil polyethylene.
   5. Provide splash proof entrances.
   6. Provide shower head and controls.
   7. Provide temporary extensions of existing hot and cold water and drainage, as necessary for a complete and operable shower.
   8. Provide a soap dish and a continuously adequate supply of soap and maintain in sanitary condition.

9. Provide liquid shampoo.
10. Arrange so that water from showering does not splash into the clean or equipment rooms.
11. Arrange water shut off and drain pump operation controls so that a single individual can shower without assistance from either inside or outside of the work area.
12. Pump waste water to drain.
13. Provide 20 micron and 5 micron waste water filters in line to drain or waste water storage.
14. Change filters daily or more often if necessary.
15. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.
16. Provide hose bib.

H. Equipment Room (contaminated area): Require work equipment, footwear and additional contaminated work clothing to be left here. This is a change and transit area for workers. Equipment Room shall meet the following requirements:
1. Separate this room from the work area by a 6 mil polyethylene flapped doorway.
2. Separate this room from the rest of the building with airtight walls fabricated of 6 mil polyethylene.
3. Separate this room from the shower room and work area with airtight walls fabricated of 6 mil polyethylene.
4. Provide a container for collection of used protective clothing.

I. Work Area: Separate work area from the equipment room by polyethylene barriers. Damp wipe clean all surfaces after each shift change.

J. Decontamination Sequence: Require that all workers adhere to the following sequence when entering or leaving the work area:
1. Entering Work Area:
a. Worker enters clean room and removes street clothing, puts on protective overalls and respirator, and passes through the shower room into the equipment room.
b. Any additional clothing and equipment left in equipment room needed by the worker are put on in the equipment room.
c. Worker proceeds to work area.
2. Exiting Work Area:
a. Before leaving the work area, require the worker to remove all gross contamination and debris from overalls and feet.
b. The worker then proceeds to the equipment room and removes all clothing except respiratory protection equipment.
c. Extra work clothing such as boots, hard hats, goggles, and gloves are to be stored in contaminated end of the equipment room.
d. Disposable coveralls are placed in a bag for disposal with other material.
e. Require that decontamination procedures found in Section 015733 Worker Protection be followed by all individuals leaving the work area.
f. After showering, the worker moves to the clean room and dresses in either new coveralls for another entry or street clothes if leaving.

3.02 EQUIPMENT DECONTAMINATION UNIT

A. Provide an Equipment Decontamination Unit consisting of a serial arrangement of rooms, clean room, holding room, wash room for removal of equipment and material from work area.

B. The Personnel Decontamination Unit may be used as the Equipment Decontamination Unit if it is not feasible to erect both decontamination units due to the size of the work area.

C. Wash Room: Provide an enclosed shower unit located in wash room for cleaning of bagged or containerized asbestos-containing waste materials passed from the work area. Wash Room shall meet the following requirements:

1. Construct wash room of wood framing of appropriate sized lumber and polyethylene sheeting, at least 6 mil in thickness and located so that package materials, after being wiped clean, can be passed to the holding room.
2. Separate this room from the work area by a single flapped door of 6 mil polyethylene sheeting.
3. Provide a drop cloth layer of plastic on floor in the wash room for every load-out operation.
4. Roll this drop cloth layer of plastic from wash room into work area after each load-out.
5. Provide a minimum of two (2) layers of plastic at all times. Use only clear plastic to cover floors.
6. Pump waste water to drain.
7. Provide 20 micron and 5 micron waste water filters in line to drain or waste water storage.
8. Change filters daily or more often if necessary.
9. Locate filters inside shower unit so that water lost during filter changes is caught by shower pan.

D. Holding Room: Provide holding room as a drop location for bagged asbestos-containing materials passed from the wash room. Holding Room shall meet the following requirements:
1. Separate this room from the adjacent rooms by flapped doors fabricated from 1/16” +/- thick single ply elastomeric membrane material either EPDM or Neoprene or by 6 mil sheet plastic.

E. Clean Room: Provide clean room to isolate the holding room from the rest of the building. Clean Room shall meet the following requirements:
1. Erect critical and primary barriers as described in Section 015643 Temporary Enclosures in an existing space.
2. If no space exists construct clean room of wood framing of appropriate size and polyethylene sheeting, at least 6 mil in thickness.
3. Separate this room from the building by a single flap door of 6 mil polyethylene sheeting.
4. Provide a lockable door to secure the work area during non-work hours.

F. Decontamination Sequence: Take all equipment or material from the work area through the decontamination unit according to the following procedure:
1. When passing equipment or containers into the wash room, close all doorways of the equipment decontamination unit, other than the doorway between the Work area and the Wash Room.
2. Keep all outside personnel clear of the Equipment Decontamination Unit.
3. Once inside the washroom, wet clean the bags and/or equipment.
4. When cleaning is complete pass items into Holding Room. Close all doorways except the doorway between the Holding Room and the Clean Room.
5. Pass bags and/or equipment into clean room.
6. Workers from the outside enter Clean Room and remove decontaminated equipment and/or containers for disposal.
7. Require these workers to wear full protective clothing and appropriate respiratory protection.
8. At no time is a worker from an uncontaminated area to enter the enclosure when a removal worker is inside.

3.03 CONSTRUCTION OF THE DECONTAMINATION UNITS

A. Walls and Ceiling:
1. Construct airtight walls and ceiling using two layers of polyethylene sheeting, at least 6 mil in thickness.
2. Attach to existing building components or a temporary framework.

B. Floors:
1. Use 2 layers (minimum) of 6 mil polyethylene sheeting to cover floors in all areas of the Decontamination Units.
2. Use only clear plastic to cover floors.

C. Flap Doors:
   1. Fabricated from three (3) overlapping sheets with openings a minimum of three feet (3') wide.
   2. Configure so that sheeting overlaps adjacent surfaces.
   3. Weigh sheets at bottoms as required so that they quickly close after being released.
   4. Put arrows on sheets to indicate direction of overlap and/or travel.
   5. Provide a minimum of six feet (6') between entrance and exit of any room.
   6. Provide a minimum of three feet (3') between doors to airlocks, if applicable.

D. If the Decontamination area is located within an area containing friable asbestos on overhead ceiling, ducts, piping, etc., provide the area with a minimum 1/4” hardboard or 1/2” plywood “ceiling” with polyethylene sheeting, at least 6 mil in thickness covering the top of the “ceiling”.

E. Visual Barrier:
   1. Where the Decontamination area is immediately adjacent to and within view of occupied areas, provide a visual barrier of opaque polyethylene sheeting at least 6 mil in thickness so that worker privacy is maintained and work procedures are not visible to building occupants.
   2. Where the area adjacent to the Decontamination area is accessible to the public, construct a solid barrier on the public side of the sheeting to protect the sheeting.
   3. Construct barrier with wood or metal studs covered with minimum 1/4 inch thick hardboard or 1/2 inch plywood.
   4. Where the solid barrier is provided, sheeting need not be opaque.

F. Alternate methods of providing Decontamination facilities may be submitted to the Owner for approval. Do not proceed with any such method(s) without written authorization of the Owner.

G. Electrical: Provide subpanel at Clean Room to accommodate all removal equipment. Connect all electrical branch circuits in Decontamination unit and particularly any pumps in shower room to a ground-fault circuit protection device.

3.04 CLEANING OF DECONTAMINATION UNITS

A. Clean debris and residue from inside of Decontamination Units on a daily basis or as otherwise indicated on Contract Drawings.

B. Damp wipe or hose down all surfaces after each shift change.

C. Clean debris from shower pans on a daily basis.

D. If the Clean Room of the Personnel Decontamination Unit becomes contaminated with asbestos-containing debris, abandon the entire Decontamination Unit and erect a new Decontamination Unit.

E. Use the former Clean Room as an inner section of the new Equipment Room.

3.05 MAINTENANCE OF DECONTAMINATION UNITS

A. Inspect all seals and doorways prior to each work shift and as indicated by conditions throughout removal.

B. Repair immediately if necessary.

C. Clean and dry decontamination units at the end of each work shift.

3.06 SIGNS

A. Post an approximately 20” x 14” manufactured caution sign at each entrance to the Work Area displaying the following with letter sizes and styles of a visibility required by 29 CFR 1926:

DANGER
ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY

B. Provide spacing between respective lines at least equal to the height of the respective upper line.

C. Post an approximately 10” x 14” manufactured sign at each entrance to each Work Area displaying the following with letter sizes and styles of a visibility at least equal to the following:

LEGEND	NOTATION
NO FOOD, BEVERAGES OR TOBACCO PERMITTED	3/4” Block
ALL PERSONS SHALL DON PROTECTIVE CLOTHING (COVERINGS) BEFORE ENTERING THE WORK AREA	3/4” Block
ALL PERSONS SHALL SHOWER IMMEDIATELY AFTER LEAVING WORK AREA AND BEFORE ENTERING THE CHANGING AREA	3/4” Block

D. Post Work Area emergency procedures.

END OF SECTION

SECTION 015733
WORKER PROTECTION

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Respiratory Protection: is specified in Section 015736.

1.03 WORKER TRAINING

A. AHERA Accreditation: All workers are to be accredited as Abatement Workers as required by the Asbestos Model Accreditation Plan, 40 CFR 763 Appendix C to Subpart E.

B. State and Local License: All workers are to be trained, certified and accredited as required by state or local code or regulation.

C. Training: In accordance with 29 CFR 1926.1101 and any applicable state and local regulations, train all workers shall be trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures.

1.04 MEDICAL EXAMINATIONS

A. Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8-hour Time Weighted Average.

B. In the absence of specific airborne fiber data provide medical examinations for all workers who will enter the Work Area for any reason.

C. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926.1101.

D. Provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

1.05 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner for review. No work shall begin until these submittals provided.

B. Asbestos Worker Accreditation: Submit copies of certificates from an EPA-approved Asbestos Abatement Workers course for each worker as evidence that each asbestos abatement worker is accredited as required by 40 CFR 763 Appendix C to Subpart E.

C. State and Local License: Submit evidence that all workers have been trained, certified and accredited as required by state or local code or regulation.

D. Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the Work Area.

E. Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
   1. Name and Social Security Number.
   2. Physician's Written Opinion from examining physician including at a minimum the following:
      a. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
      b. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.

c. Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.
d. Statement that worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.

F. Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.1101.

PART 2 PRODUCTS

2.01 PROTECTIVE CLOTHING

A. Coveralls:
1. Provide disposable full-body coveralls and head gear and require that they be worn by all workers in the Work Area.
2. Provide a sufficient number for all required changes, for all workers in the work area.

B. Cold Weather Gear:
1. Provide each worker with an insulated jacket, pants, gloves, and hat.
2. Require that cold weather gear be removed in Equipment Room of Personnel Decontamination Unit.
3. Dispose of cold weather gear as asbestos waste at completion of all work.

C. Boots:
1. Provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers.
2. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with asbestos-containing material.
3. Dispose of boots which have not been decontaminated as asbestos-contaminated waste at the end of the work.

D. Hard Hats:
1. Provide head protection (hard hats) as required by OSHA for all workers, and provide four
a. (4) spares for use by Owner's Representative, Project Administrator, and Owner.
2. Label hats with same warning labels as used on disposal bags.
3. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury.
4. Provide hard hats of type with plastic strap type suspension.
5. Require hats to remain in the Work Area throughout the work.
6. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.

E. Goggles:
1. Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.
2. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.

F. Gloves:
1. Provide work gloves to all workers and require that they be worn at all times in the Work Area.
2. Do not remove gloves from Work Area and dispose of as asbestos-contaminated waste at the end of the work.

PART 3 EXECUTION

3.01 GENERAL

A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work.

B. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area:
   1. Each time Work Area is entered remove all street clothes in the Changing Room of the Personnel Decontamination Unit and put on new disposable coverall, or reusable coverall (to be donned in Equipment Room), new head cover, and a clean respirator.
   2. Proceed through shower room to equipment room and put on work boots.

3.02 DECONTAMINATION PROCEDURES

A. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:
   1. When using Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area:
      a. When exiting area, remove coveralls, disposable head covers, and disposable footwear covers or boots in the Equipment Room.
      b. Still wearing respirators, proceed to showers.
      c. Showering is mandatory.
      d. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering.
      e. The following procedure is required as a minimum:
         1) Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR) hold blower unit above head to keep canisters dry.
         2) With respirator still in place thoroughly wash body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.
         3) Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.
         4) If using PAPR, shut down in the following sequence: first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.
         5) Shower completely with soap and water.
         6) Rinse thoroughly.
         7) Rinse shower room walls and floor prior to exit.
         8) Proceed from shower to Clean Room and change into street clothes or into new disposable work items.
   2. When using Air Purifying-Negative Pressure Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the Work Area with a half or full face cartridge type respirator:
      a. When exiting area, remove coveralls, disposable headcovers, and disposable footwear covers or boots in the Equipment Room.
      b. Still wearing respirators, proceed to showers.
      c. Showering is mandatory.
      d. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering.

e. The following procedure is required as a minimum:
    1) Thoroughly wet body from neck down.
    2) Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.
    3) Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.
    4) Dispose of wet filters from air purifying respirator.
    5) Carefully wash face piece of respirator inside and out.
    6) Shower completely with soap and water.
    7) Rinse thoroughly.
    8) Rinse shower room walls and floor prior to exit.
    9) Proceed from shower to Clean Room and change into street clothes or into new disposable work items.

B. Remote Shower:
    1. The procedures above are to be used if the decontamination facility is used as a remote shower.
    2. Workers are to double suit upon exiting the work area and proceed directly to the remote decontamination.
    3. Decontamination procedure is then completed as required above.

C. Within Work Area:
    1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area.
    2. To eat, chew, drink or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-Work Areas of the building.

END OF SECTION

SECTION 015736
RESPIRATORY PROTECTION

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. Instruct and train each worker involved in asbestos abatement or maintenance and repair of friable asbestos-containing materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face, in the Work Area from the start of any operation which may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

1.02 STANDARDS

A. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

B. OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910.1001, 1910.134, and 1926.1101.

C. ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1980.

D. NIOSH - National Institute for Occupational Safety and Health.

E. MSHA - Mine Safety and Health Administration.

F. Other Federal, state and/or local regulations as required.

1.03 SUBMITTALS

A. Before the Start of Work: Submit the following to the Owner for review. No work shall begin until these submittals provided.

B. Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.

C. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

PART 2 PRODUCTS

2.01 AIR PURIFYING RESPIRATORS

A. Respirator Bodies:
   1. Provide half-face or full-face type respirators.
   2. Equip full- face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.
   3. Filter Cartridges:
      a. Provide, at a minimum, HEPA type filters labeled with NIOSH and MSHA Certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including
      b. In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use.
      c. If a chemical cartridge section is added, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH/MSHA Certification.
   4. Non-permitted respirators: Do not use single use, disposable or quarter- face respirators.

PART 3 EXECUTION

3.01 GENERAL

A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

B. Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

C. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 017433 Work Area Clearance.

D. Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.

E. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.02 FIT TESTING

A. Initial Fitting:
   1. Provide initial fitting of respiratory protection during a respiratory protection course of training.
   2. Fit types of respirator to be actually worn by each individual.
   3. Allow an individual to use only those respirators for which training and fit testing have been provided.

B. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980).

3.03 TYPE OF RESPIRATORY PROTECTION REQUIRED

A. Provide Respiratory Protection as indicated in paragraph below. Higher levels of protection may be provided as desired by Contractor, or as directed by Owner. Where paragraph below does not apply, determine the proper level of protection by dividing the expected or actual airborne fiber count in the Work Area by the "protection factors" following:
   1. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below 0.01 f/cc is the minimum level of protection allowed.

B. Use the following unless air monitoring results indicate greater protection is necessary. Refer to Protection Factors table for choice of respirators.
   1. Loose equipment cleaning prior to removal in uncontaminated area: Half-face dual cartridge-type respirator.
   2. Plastic installation which does not disturb asbestos-containing material: Half-face dual cartridge-type respirator.
   3. Removing or cleaning items or plastic installation when such operation may disturb asbestos-containing material: Half-face dual cartridge-type respirator.
   4. Asbestos-containing material removal: Half-face dual cartridge-type respirator.
   5. Gross cleanup of removal area(s): Half-face dual cartridge-type respirator.
   6. Installation of encapsulant after air sampling results indicate 0.01 or less f/cc and before plastic removal: Half-face dual cartridge-type respirator.
   7. Final wet-cleaning of walls until final air tests show exposure in work areas to be below f/cc: Half-face dual cartridge-type respirator.
   8. Loading and unloading drums on truck (outside work area): Half-face cartridge respirators.
   9. Glove bag removal: Half-face dual cartridge-type respirator.
   10. Vinyl-asbestos floor tile, floor tile mastic, ceiling tile, cement-asbestos board removal: Half-face cartridge respirators
   11. Built-up roofing and roof flashing removal: Half-face dual cartridge respirators.
   12. Disposal at landfill: Half-face dual cartridge respirator.

C. Fibers: For purposes of this section fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), NIOSH Method 7400 procedure, or asbestos fibers of any size as counted using either a scanning or transmission electron microscope.

D. Protections Factors:

RESPIRATOR TYPE	PROTECTION FACTOR
Air purifying: Negative pressure respirator; High efficiency filter; Half-face/Full-face piece	10
Air purifying: Negative pressure respirator; High efficiency filter; Half-face/Full-face piece or Type C supplied air: Positive pressure respirator, continuous flow; Pressure demand; Half-face/Full-face piece	100
Type C supplied air: Positive pressure respirator; Pressure demand; Full-face piece	1,000
Type C supplied air: Positive pressure respirator; Pressure demand; Full-face piece; Equipped with an auxiliary positive pressure Self-Contained Breathing Apparatus (SCBA)	Over 1,000

3.04 AIR PURIFYING RESPIRATORS

A. Negative pressure - half- or full-face mask:
   1. Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters during the work day.
   2. Require that respirators be wet-rinsed, and filters discarded, each time a worker leaves the Work Area.
   3. Require that new filters be installed each time a worker re-enters the Work Area.
   4. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

B. Powered air purifying - half- or full-face mask:
   1. Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement.
   2. Require that regardless of flow, filter cartridges be replaced after 40 hours of use.
   3. Require that HEPA elements in filter cartridges be protected from wetting during showering.
   4. Require entire exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, and be washed each time a worker leaves the Work Area.
   5. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

END OF SECTION

SECTION 015813
TEMPORARY PROJECT SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project identification sign.

1.02 RELATED REQUIREMENTS

A. Section 011000 - Summary: Responsibility to provide signs.

1.03 REFERENCE STANDARDS

A. FHWA (SHS) - Standard Highway Signs and Markings.

1.04 QUALITY ASSURANCE

A. Design sign and structure to withstand 50 miles/hr wind velocity.

B. Sign Painter: Experienced as a professional sign painter for minimum three years.

C. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing: New, wood, structurally adequate.

B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch thick, standard large sizes to minimize joints.

C. Rough Hardware: Galvanized.

D. Paint and Primers: Exterior quality, two coats; sign background of color as selected.

E. Lettering: Exterior quality paint, contrasting colors.

2.02 PROJECT IDENTIFICATION SIGN

A. One painted sign, 32 sq. ft area, bottom 6 feet above ground.

B. Content:
   1. Project number, title, logo and name of Owner as indicated on Contract Documents.
   2. Names and titles of authorities.
   3. Names and titles of Architect and Consultants.
   4. Name ofConstruction Manager .

C. Graphic Design including Color Rendering, Colors and Style of Lettering: Designated by Owner and Architect.

D. Lettering: Standard Alphabet Series C, as specified in FHWA (SHS).
   1. Bond Issue scope of work as provided by the Owner.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install project identification sign within 30 days after date fixed by Notice to Proceed.

B. Erect at designated location.

C. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.

D. Install sign surface plumb and level, with butt joints. Anchor securely.

E. Paint exposed surfaces of sign, supports, and framing.

3.02 MAINTENANCE

A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL

A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

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. 011010 - Project Summary - Bid Packages: Lists of products to be removed from existing building.

B. 011010 - Project Summary - Bid Packages: Identification of Owner-supplied products.

C. Section 014000 - Quality Requirements: Product quality monitoring.

D. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.

E. 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 011010 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. Use of products having any of the following characteristics is not permitted:
   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. If used on interior, have lower emissions, as defined in Section 016116.
   2. If wet-applied, have lower VOC content, as defined in Section 016116.
   3. Are extracted, harvested, and/or manufactured closer to the location of the project.
   4. Have longer documented life span under normal use.
   5. Result in less construction waste. See Section 017419
   6. Are made of vegetable materials that are rapidly renewable.
   7. Are made of recycled materials.
   8. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.
   9. If bio-based, other than wood, are or are made of Sustainable Agriculture Network certified products.
   10. Are Cradle-to-Cradle Certified.
   11. Have a published Environmental Product Declaration (EPD).
   12. Have a published Health Product Declaration (HPD).
   13. 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. 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.

B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

C. 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.

D. 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.

E. Substitution Submittal Procedure (after contract award):
   1. Submit to Owner and Architect one electronic copy of request for substitution as a Request For Information in Owner's document management system 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 Change Order 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 a Request For Information into Owner's document management system 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 Change Order 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 011010 - Project Summary - Bid Packages 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.

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 016116
VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements for Indoor-Emissions-Restricted products.

B. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS

A. Section 013000 - Administrative Requirements: Submittal procedures.

B. Section 014000 - Quality Requirements: Procedures for testing and certifications.

C. Section 016000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.

1.03 DEFINITIONS

A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
   1. Interior paints and coatings applied on site.
   2. Interior adhesives and sealants applied on site, including flooring adhesives.
   3. Flooring.
   4. Composite wood.
   5. Products making up wall and ceiling assemblies.
   6. Thermal and acoustical insulation.
   7. Other products when specifically stated in the specifications.

B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
   1. Interior paints and coatings.
   2. Interior adhesives and sealants applied on site, including flooring adhesives.
   3. Other products when specifically stated in the specifications.

C. Interior of Building: Anywhere inside the exterior weather barrier.

D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.

E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
   1. Concrete.
   2. Clay brick.
   3. Metals that are plated, anodized, or powder-coated.
   4. Glass.
   5. Ceramics.
   6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.

B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.

C. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.3.

D. CARB (ATCM) - Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products.

E. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board.

F. CHPS (HPPD) - High Performance Products Database.

G. CRI (GLP) - Green Label Plus Testing Program - Certified Products.

H. GreenSeal GC-03 - Anti-Corrosive Paints; Green Seal, Inc.; 2007

I. GreenSeal GS-11 - Paints; Green Seal, Inc.; 1993.

J. GreenSeal GS-36 - Standard for Adhesives for Commercial Use.

K. SCAQMD 1113 - Architectural Coatings.

L. SCAQMD 1168 - Adhesive and Sealant Applications.

M. SCS (CPD) - SCS Certified Products.

N. UL (GGG) - GREENGUARD Gold Certified Products.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
   1. Wet-Applied Products: State amount applied in mass per surface area.
   2. Paints and Coatings: Test tinted products, not just tinting bases.
   3. Evidence of Compliance: Acceptable types of evidence are the following;
      a. Current UL (GGG) certification.
      b. Current SCS (CPD) Floorscore certification.
      c. Current SCS (CPD) Indoor Advantage Gold certification.
      d. Current listing in CHPS (HPPD) as a low-emitting product.
      e. Current CRI (GLP) certification.
      f. Test report showing compliance and stating exposure scenario used.
   4. Product data submittal showing VOC content is NOT acceptable evidence.
   5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.

B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Report of laboratory testing performed in accordance with requirements.
      b. Published product data showing compliance with requirements.
      c. Certification by manufacturer that product complies with requirements.

C. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
   1. Evidence of Compliance: Acceptable types of evidence are:
      a. Current SCS "No Added Formaldehyde (NAF)" certification; www.scscertified.com.
      b. Report of laboratory testing performed in accordance with requirements.
      c. Published product data showing compliance with requirements.
      d. Certification by manufacturer that product complies with requirements.

D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
   1. Composite Wood, Wood Fiber, and Wood Chip Products: Comply with Composite Wood Emissions Standard or contain no added formaldehyde resins.
   2. Inherently Non-Emitting Materials.

C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
   1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
   2. Aerosol Adhesives: GreenSeal GS-36.
   3. Joint Sealants: SCAQMD 1168 Rule.
   4. Paints and Coatings: Each color; most stringent of the following:
      a. 40 CFR 59, Subpart D.
      b. SCAQMD 1113 Rule.
      c. CARB (SCM).

D. Other Product Categories: Comply with limitations specified elsewhere.

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

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. Cutting and patching.

E. Surveying for laying out the work.

F. Cleaning and protection.

G. Starting of systems and equipment.

H. Demonstration and instruction of Owner personnel.

I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

A. Section 013000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

B. Section 014000 - Quality Requirements: Testing and inspection procedures.

C. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.

D. Section 015000 - Temporary Facilities and Controls: Temporary interior partitions.

E. Section 015100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.

F. Section 017419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.

G. Section 017800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

H. Section 017900 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

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. Cutting and Patching: Notify Owner in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate contractor.

C. 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. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes.
   2. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am unless approved by Owner prior to performing noisy work.

1.06 COORDINATION

A. 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.

B. Notify affected utility companies and comply with their requirements.

C. 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.

D. 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.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. 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

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 016000 - Product Requirements.

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. Owner will locate and protect survey control and reference points.

D. Control datum for survey is that established by Owner provided survey.

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 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
   1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 015000 in locations indicated on drawings.
   2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.

C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
   1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
   2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

D. Remove existing work as indicated and as required to accomplish new work.
   1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
   2. Remove items indicated on drawings.
   3. Relocate items indicated on drawings.
   4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
   5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
   1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
   2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
   3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.

a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
b. Provide temporary connections as required to maintain existing systems in service.

4. Verify that abandoned services serve only abandoned facilities.
5. Remove abandoned pipe, ducts, conduits, and equipment , including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

F. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
3. Repair adjacent construction and finishes damaged during removal work.

G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.

H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

I. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

J. Clean existing systems and equipment.

K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

L. Do not begin new construction in alterations areas before demolition is complete.

M. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
1. Complete the work.
2. Fit products together to integrate with other work.
3. Provide openings for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material , to full thickness of the penetrated element.

J. Patching:
   1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
   2. Match color, texture, and appearance.
   3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.08 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect waste materials, debris, and trash/rubbish and place in appropriate trash receptacles or dumpsters daily.

E. 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.

3.09 PROTECTION OF EXISTING FACILITIES

A. Protect adjacent rooms and spaces that are not a part of the Work.

B. Contractor shall shut doors and keep closed.

C. Contractor shall seal off with plastic and tape inside the Work area any smoke detectors, communicating wall penetrations, return registers, and door undercuts during operations that will generate airborne dust and debris.

D. Contractor shall maintain plastic barriers until the Work generating airborne dust and debris is completed.

E. Contractor shall remove plastic barriers carefully to not damage existing facilities.

F. Contractor shall not use spray adhesives to attach plastic.

G. Contractor shall use tape that will not damage material adhered to upon tape removal.

H. Protect existing flooring:

1. Prior to Contractor mobilization on site:
    a. Contractor shall provide contact adhesive plastic on carpeted flooring in any room or space, including stairs and ramps that are part of the Work or are used for storage and as indicated on the drawings.
    b. Contractor shall provide 1/4 inch tempered masonite, 3/8 inch masonite, or 1/4 inch plywood over contact adhesive plastic sheeting on carpeted flooring and 1/4 inch tempered masonite, 3/8 inch masonite, or 1/4 inch plywood over plastic sheeting on vinyl tile, sheet vinyl, wood, ceramic tile, quarry tile, porcelain tile, rubber, or poured resin flooring in corridors or any other heavy traffic area, including stairs and ramps used to move wheeled or skidded equipment or materials and as indicated on the drawings.
    c. Contractor shall provide 1/4 inch tempered masonite, 3/8 inch masonite, or 1/4 inch plywood over plastic sheeting on vinyl tile, sheet vinyl, wood, ceramic tile, quarry tile, porcelain tile, rubber, or poured resin flooring in any rooms or spaces that are part of the Work or are used for storage.
    d. Contractor shall provide 1/4 inch tempered masonite, 3/8 inch masonite, or 1/4 inch plywood in areas where soldering, metal cutting, pipe threading, welding, or torch work is performed.
    e. Contractor shall tape all joints on installed 1/4 inch tempered masonite, 3/8 inch masonite, or 1/4 inch plywood and maintain taped joints throughout progress of the Work to insure joints remained sealed and do not pose a tripping hazard.
    f. Contractor shall cooperate with Owner to identify spaces that meet the requirements for flooring protection identified in this Section prior to mobilization on site.
2. During construction:
    a. Contractor will maintain flooring protection during progress of the Work and will not remove protection until all the Work in the room or space is substantially complete.
    b. If Contractor moves into a new space to perform the Work or to use for storage and does not protect the existing floor, then the Contractor shall be back charged for cleaning flooring at a minimum or replacement of flooring at a maximum, dependent upon damage to flooring and at the sole discretion of the Owner.

I. Protect existing casework:
1. Contractor shall cover with plastic and tape as a minimum.
2. Contractor shall provide 1/4 inch tempered masonite, 3/8 inch masonite, or 1/4 inch plywood over plastic if casework is used as a ladder or scaffold for workers or if soldering, metal cutting, pipe threading, welding, or torch work is performed overhead.
3. Maintain during progress of the Work and do not remove until all the Work in the room or space is substantially complete.

J. Compliance failure:
1. Owner shall give Contractor written notice of failure to comply with protection of existing facilities.
2. Owner shall commence protecting existing facilities 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 plus cost of protection materials required to protect existing facilities.
4. Contractor shall repair to the satisfaction of the Owner or replace casework damaged as a consequence of using casework as a ladder or scaffold for workers or if damaged because soldering, metal cutting, pipe threading, welding, or torch work is performed overhead without specified protection.

3.10 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.

3.11 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect and Owner seven days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify that wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.12 DEMONSTRATION AND INSTRUCTION

A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.13 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

B. Testing, adjusting, and balancing HVAC systems: See Section 230593 - Testing, Adjusting, and Balancing for HVAC.

3.14 FINAL CLEANING

A. Execute final cleaning prior to Substantial Completion.
   1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Replace filters of operating equipment.

G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.15 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect and Owner.

B. Accompany Project Coordinator 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 017333
PROJECT DECONTAMINATION

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

A. General: Decontamination of the Work Area following asbestos abatement.
   1. One cleaning of the primary barrier plastic prior to its removal and one cleaning of the room surfaces to remove any new or existing contamination will be used. Unless specifically indicated otherwise all materials are considered damaged or friable for purposes of this section. Operation of the negative pressure system is used to remove airborne fibers generated by the abatement work.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Removal of Gross Debris is integral with the performance of abatement work and as such is specified in the appropriate work section(s) of these specifications:
   1. Section 028213 Removal of Asbestos Containing Materials
   2. Section 028236 Removal of Class II Asbestos Containing Materials
   3. Section 099733 Encapsulation of Asbestos Containing Materials

B. Work Area Clearance: Air testing and other requirements which must be met before release of Contractor and reoccupancy of the work area are specified in Section 017433 Work Area Clearance.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL

A. Work of This Section includes the decontamination of air in the Work Area which has been, or may have been, contaminated by the elevated airborne asbestos fiber levels generated during abatement activities, or which may previously have had elevated fiber levels due to friable asbestos-containing materials in the space.

B. Work of This Section includes the cleaning, decontamination, and removal of temporary facilities installed prior to abatement work, including:
   1. Primary and Critical Barriers erected by work of Section 015643
   2. Decontamination Unit erected by work of Section 015726
   3. Negative Pressure System installed by work of Section 015139

3.02 START OF WORK

A. Previous Work: During completion of the asbestos abatement work specified in other sections, the Secondary Barrier of polyethylene sheeting will have been removed and disposed of along with any gross debris generated by the asbestos abatement work.

B. Start of Work: Work of this section begins with the cleaning of the Primary Barrier. At start of work the following will be in place:
   1. Primary Barrier: Two layers of polyethylene sheeting on floor and two layers on walls.
   2. Critical Barrier: An airtight barrier between the Work Area and other portions of the building or the outside.
   3. Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers and other openings.
   4. Decontamination Units: For personnel and equipment in operating condition.
   5. Negative Pressure System: In operation.

3.03 WORK SEQUENCE

A. The work shall be carried out in the sequence as listed below.

B. First Cleaning:

1. Carry out a first cleaning of all surfaces of the work area including items of remaining sheeting, tools, scaffolding and/or staging by use of damp-cleaning and mopping, and/or a High Efficiency Particulate Air (HEPA) filtered vacuum. (Note: A HEPA vacuum may fail if used with wet material.) Do not perform dry dusting or dry sweeping. Use each surface of a cleaning cloth one time only and then dispose of as contaminated waste. Continue this cleaning until there is no visible debris from removed materials or residue on plastic sheeting or other surfaces.

C. First Visual Inspection:
   1. Conduct a Visual Inspection of the entire Work Area per ASTM guideline E-1368-05e1 or most current version, including: all surfaces, ceiling, walls, floor, decontamination unit, all plastic sheeting, seals over ventilation openings, doorways, windows, and other openings; look for debris from any sources, residue on surfaces, dust or other matter. If any debris, residue, dust or other matter is found repeat final cleaning and continue decontamination procedure from that point. When the area is visually clean, complete the certification at the end of this section. Visual inspection is not complete until confirmed in writing, on the certification, by Project Administrator.
   2. Temporary lighting: Provide adequate lighting for visual inspection of all surfaces in the areas to be subjected to visual inspection.
   3. Lifts: Provide ladders, scaffolding, and lifts as required to provide access to all surfaces in the area to be subjected to visual inspection. Access is to allow touching of all surfaces.

D. Encapsulation:
   1. Perform encapsulation of substrate at this time.
   2. Maintain negative pressure system in operation during encapsulation work.
   3. Perform work only after meeting the following requirements:
      a. Surfaces to be covered have met the requirements for a visual inspection in this section.
   4. Encapsulation may only be performed, if the Contractor has demonstrated that the encapsulant to be used is compatible with the materials or finishes to be re-applied in the Work Area.

E. Waiting Period:
   1. Wait 12 hours to allow HEPA filtered fan units to clean air of airborne asbestos fibers and encapsulant to dry.
   2. Use oscillating fans as necessary to assure circulation of air in all parts of work areas during this period.
   3. Maintain negative pressure system in operation for the entire waiting period.

F. Removal of Primary Barriers:
   1. At completion of waiting period remove Primary barrier sheeting in the work area.
   2. Leave the critical barrier(s): Which form the sole barrier between the Work Area and other portions of the building or the outside:
   3. Leave the Critical Barrier Sheeting: Over lighting fixtures and clocks, ventilation openings, doorways, convectors, speakers, and other openings.
   4. Leave the Decontamination Unit: For personnel, in operating condition.
   5. Leave the negative pressure system and maintain in continuous operation.
   6. Conduct Final cleaning: Clean all surfaces in the work area in the same manner as the first cleaning immediately after removal of Primary plastic. This cleaning is now being applied to existing room surfaces and critical barriers. Take care to avoid water marks or other damage to surfaces.

G. Air Stream Cleaning:

1. Contractor's Testing: Visually inspect all surfaces and reclean if any dust, debris, etc. is found. At completion of this inspection sweep entire Work Area including walls, ceilings, ledges, floors and other surfaces in the Work Area with exhaust from forced-air equipment (leaf blower with approximately 1 horsepower electric motor or equivalent). Do not direct forced-air equipment at any seal in any Critical Barrier. If any debris or dust is found repeat the cleaning. Continue this process until no debris dust or other material is found while sweeping of all surfaces with forced-air equipment.
2. Maintain negative pressure system in continuous operation for the entire time.

H. Second Visual Inspection:
1. Conduct visual inspection per ASTM guideline E-1368-05e1 or most current version, and reclean as necessary. When visual inspection is passed, clearance air monitoring may be performed after work area is dry.

I. Final Clearance Air Sampling:
1. After the work area is found to be visually clean PCM or TEM air samples will be collected and analyzed in accordance with the procedure for Transmission Electron Microscopy or Phase Contrast Microscopy as set forth in Section 01714 Work Area Clearance.
   a. If Release Criteria are not met, repeat Final Cleaning and continue Decontamination procedure from that point.
   b. If Release Criteria are met, work may proceed with removal of work area isolation barriers.

J. Removal of Work Area Isolation:
1. After all requirements of this section and Section 01714 Work Area Clearance have been met:
   a. Remove the Critical Barriers separating the Work Area from the rest of the building.
   b. HEPA vacuum carpeting designated to remain in work areas using a floor cleaning attachment adjusted so that rubber skirting is in contact with carpet surface. Use a passive (non-power brush type) floor attachment with rubber floor seals and adjustable above-floor height. Completely clean carpeting in one direction with each pass of the floor attachment overlapping the previous pass by one-half the attachment width. At the completion of one such cleaning, vacuum clean in the same manner in a direction at right angles to the initial cleaning.
   c. Shut down and remove the negative pressure system: Seal HEPA filtered fan units, HEPA vacuums and similar equipment with 6 mil polyethylene sheet and duct tape to form a tight seal at intake end before being moved from Work Area.
   d. Remove Personnel Decontamination Unit
   e. Remove any small quantities of residual material found with wet wiping, HEPA filtered vacuum cleaners and local area protection. If significant quantities, as determined by the Owner's Representative, are found then the entire area affected shall be decontaminated as specified in Paragraph 3.3.1 of this section.
   f. Remove all equipment, materials, debris from the work site.
   g. Dispose of all asbestos-containing waste material as specified in Section 02084 Disposal of Asbestos Containing Waste Material.

3.04 CERTIFICATE OF VISUAL INSPECTION

A. A "Certificate of Visual Inspection". shall be completed by the Contractor and certified by the Project Administrator. Submit completed Certificate with Application for Final Payment. Final payment will not be made until this Certificate is executed.

B. Form is included in Section 006000 - Project Forms

3.05 SUBSTANTIAL COMPLETION OF ABATEMENT WORK

A. Asbestos Abatement Work is Substantially Complete upon meeting the requirements of this section and Section 01714 Work Area Clearance, including submission of:
1. Certificate of Visual Inspection

2. Punch list detailing repairs to be made and incomplete items.

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 017433
WORK AREA CLEARANCE

PART 1 GENERAL

1.01 RELATED DOCUMENTS

A. Visual Inspection: Required as a prerequisite of air testing, is set forth in Section 017333 Project Decontamination.

B. Air Monitoring: Performed by the Owner during abatement work, is described in Section 014529 Air Monitoring Test Laboratory Services.

1.02 SUMMARY

A. Not in Guaranteed Maximum Price: This section describes work being performed by the Owner. This work is not in the Guaranteed Maximum Price.

B. This section sets forth required post-abatement airborne asbestos concentrations in the Work Area and describes testing procedures the Owner will use to measure these levels.

1.03 CONTRACTOR RELEASE CRITERIA

A. The Asbestos Abatement Work Area is cleared when the Work Area is visually clean and airborne asbestos structure concentrations have been reduced to the level specified below.

1.04 VISUAL INSPECTION

A. Work of this section will not begin until the visual inspection described in Section 017333 Project Decontamination is complete and has been certified by the Project Administrator.

1.05 AIR MONITORING

A. To determine if the elevated airborne asbestos structure concentration encountered during abatement operations has been reduced to the specified level, the Owner will secure samples and analyze them according to the following procedures:
   1. Aggressive sampling procedures as described below will be followed.
   2. PCM or TEM samples will be secured as indicated below. PCM samples will be analyzed and TEM samples will be transmitted to the laboratory. If the area meets the clearance criteria by PCM the TEM analysis will proceed.
   3. Work Area Clearance: Upon meeting the PCM or TEM Clearance requirements the work of Section 017333 Project Decontamination can continue.

1.06 AGGRESSIVE SAMPLING

A. All Air Samples will be taken using aggressive sampling techniques as follows:
   1. Before sampling pumps are started the exhaust from forced-air equipment (leaf blower with an approximately 1 horsepower electric motor) will be swept against all walls, ceilings, floors, ledges and other surfaces in the room. This procedure will be continued for 5 minutes per 10,000 cubic feet of room volume.
   2. One 20 inch diameter fan per 10,000 cubic feet of room volume will be mounted in a central location at approximately 2 meters above floor, directed toward ceiling and operated at low speed for the entire period of sample collection.
   3. Air samples will be collected in areas subject to normal air circulation away from room corners, obstructed locations, and sites near windows, doors of vents.
   4. After air sampling pumps have been shut off, fans will be shut off.

1.07 SCHEDULE OF AIR SAMPLES

A. General: The number and volume of air samples taken and analytical methods used by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instruments used.

1.08 PHASE CONTRAST MICROSCOPY (PCM)

A. In each homogeneous Work Area, containing less than 1,000 cubic feet, containing less than 160 square feet, or containing less than 260 linear feet, after completion of all cleaning work, a minimum of seven (7) samples will be taken and analyzed as follows:

1. Samples will be collected on 25 mm. cassettes with the following filter media:
   a. PCM: 0.8 mixed cellulose ester in a cassette with a 50 mm. conductive extension cowl.
2. Number of PCM samples will be as follows:

LOCATION SAMPLED	NUMBER OF SAMPLES MINIMUM	MINIMUM VOLUME (LITERS)	RATE LPM
Each work area	5	1,200	1-10*
Field blank	2	N/A	Leave open in a sealed plastic bag or other clean container for duration of sampling

1) *Less than 10 LPM for AHERA Projects

B. Analysis: Fibers on each filter will be measured using the most recent revision of NIOSH Method 7400, most recent version.

C. Fibers: referred to in this section include fibers regardless of composition as counted by the phase contrast microscopy method used.

D. Release Criteria: Decontamination of the work site is complete when every Work Area sample is at or below the Lower Limit of Quantization on the previous page. If any sample is above this limit then the decontamination is incomplete and re-cleaning per Section 017333 Project Decontamination is required.

1.09 TRANSMISSION ELECTRON MICROSCOPY (TEM)

A. In each homogeneous work area after completion of all cleaning work, a minimum of 13 samples will be taken and analyzed as follows:

LOCATION SAMPLED	NUMBER OF SAMPLES	RECOMMENDED VOLUME (LITERS)	RATE LPM
Each work area	5	1,300	1-10*
Outside each work area	5	1,300	1-10*
Work area blank	1	N/A	Open for 30 seconds
Outside blank	1	N/A	Open for 30 seconds
Laboratory blank	1	N/A	Do not open

1. *Less than 10 LPM for AHERA Projects

B. Analysis will be performed using the analysis method set forth in the AHERA Regulation 40 CFR Part 763 Appendix A.

C. Asbestos Structures referred to in this Section include asbestos fibers, bundles, clusters or matrices, as defined by method of analysis.

D. Release Criteria: Decontamination of the work site is complete if either of the following two sets of conditions (1. or 2.) is met:

1. Work Area Samples are below filter background levels

a. All Work Area sample volumes are greater than 1,199 liters for a 25 mm. sampling cassette.
b. The average concentration of asbestos on the five Work Area Samples does not exceed the filter background level of 70 structures per square millimeter of filter area.

2. Work Area Samples are not statistically different from Outside samples
a. All sample volumes except for blanks are greater than 560 liters for a 25 mm. sampling cassette.
b. The average asbestos concentration of the three blanks is below the filter background level of 70 structures per square millimeter of filter area.
c. Average asbestos concentrations in Work Area Samples are not statistically different from Outside samples, as determined by the Z-test calculation found in 40 CFR Part 763, Subpart E, Appendix A (Z is less than or equal to 1.65)

E. If these conditions are not met then the decontamination is incomplete and the cleaning procedures of Section 017333 Project Decontamination shall be repeated.

F. Termination of Analysis: If the arithmetic mean (average) asbestos concentration on the blank filters exceed 70 structures per square millimeter of filter area the analysis will cease and new samples collected.

1.10 LABORATORY TESTING

A. Phase Contrast Microscopy (PCM)
1. The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up at the job site, or samples will be sent daily by overnight mail, so that verbal reports on air samples can be obtained within 24 hours. A complete record, certified by the testing laboratory, of all air monitoring tests and results will be furnished to the Owner and the Contractor.

B. Transmission Electron Microscopy (TEM)
1. Samples will be sent by overnight courier for analysis by Transmission Electron Microscopy. Samples may not be carried on weekends, so that samples shipped on Friday would arrive on the following Monday. Verbal results will normally be available within 24 hours after receipt of samples by the laboratory. All Transmission Electron Microscopy results will be available to the Contractor.

1.11 RE-SAMPLING

A. If, for any reason, the Final Air Clearance Samples do not meet the minimum clearance requirements, re-cleaning and re-sampling must be accomplished. The additional cost of re-sampling and re-analysis will be taken on by the Abatement Contractor and the method of sampling and analysis will be the same as that used for the first set of samples.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 017800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project record documents.

B. Operation and maintenance data.

C. 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.

D. Individual Product Sections: Specific requirements for operation and maintenance data.

E. Individual Product Sections: Extended warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents Affidavits:
   1. Owner's Standard Affidavits of Record Document Completion is in Section 006000 - Project Forms.
   2. Submit to Owner and Architect one electronic copy of Owner's Standard Affidavits of Record Document Completion as a Submittal into Owner's document management system prior to submittal of Final Application for Payment but no later than 28 days after Substantial Completion date.

B. Operation and Maintenance Data:
   1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within 10 ten days after acceptance.
   2. Compile all operation and maintenance data for each Section and submit as one submittal for each Section.
   3. Submit to Owner and Architect one electronic copy of operation and maintenance data for each Section as a Submittal into Owner's document management system as required in paragraph 1.03.B.1 but no later than 42 days after Notice to Proceed.
   4. The 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 for each Section in final form within 10 days after receipt of returned submittal.

C. 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 a Submittal into Owner's document management system 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 in the Record Documents Table in the Owner's document management system 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 Drawingsand Shop 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.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.
   2. Information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional information as specified in individual product specification sections.

E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.

E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

G. Provide servicing and lubrication schedule, and list of lubricants required.

H. Include manufacturer's printed operation and maintenance instructions.

I. Include sequence of operation by controls manufacturer.

J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

K. Provide control diagrams by controls manufacturer as installed.

L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

O. Include test and balancing reports.

P. Additional Requirements: As specified in individual product specification sections.

3.05 EXTENDED WARRANTIES

A. Obtain extended warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain extended warranties and bonds until time specified for submittal.

END OF SECTION

SECTION 017900
DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.01 SUMMARY

A. Demonstration of products and systems where indicated in specific specification sections.

B. Training of Owner personnel in operation and maintenance is required for:
   1. All software-operated systems.
   2. HVAC systems and equipment.
   3. Plumbing equipment.
   4. Electrical systems and equipment.
   5. Conveying systems.
   6. Landscape irrigation.
   7. Items specified in individual product Sections.

C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
   1. Items specified in individual product Sections.

1.02 RELATED REQUIREMENTS

A. Section 017800 - Closeout Submittals: Operation and maintenance manuals.

B. Other Specification Sections: Additional requirements for demonstration and training.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
   1. Coordinate training sessions dates and times with Owner's Construction Supervisor.
   2. Notify Owner's Construction Supervisor not less than two weeks prior to start of training.
   3. Provide the following information for each training session:
      a. Identification, date, time, and duration.
      b. Description of products and/or systems to be covered.
      c. Name of firm and person conducting training; include qualifications.
      d. Intended audience, such as job description.
      e. Objectives of training and suggested methods of ensuring adequate training.
      f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
      g. Media to be used, such a slides, hand-outs, etc.
      h. Training equipment required, such as projector, projection screen, etc., to be provided and determination as to whether equipment will be provided by Owner or Contractor.

C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
   1. Include applicable portion of O&M manuals.
   2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
   3. Provide one extra copy of each training manual to be included with operation and maintenance data.

1.04 QUALITY ASSURANCE

A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
   1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.

2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 DEMONSTRATION - GENERAL

A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.

B. Demonstration may be combined with Owner personnel training if applicable.

C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
   1. Perform demonstrations not less than one week prior to Substantial Completion.
   2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
   1. Perform demonstrations not less than one week after Substantial Completion.

3.02 TRAINING - GENERAL

A. Conduct training on-site unless otherwise indicated.

B. Owner will provide classroom and seating at no cost to Contractor.

C. Provide training in minimum two hour segments.

D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.

E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
   1. The location of the O&M manuals and procedures for use and preservation; backup copies.
   2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
   3. Typical uses of the O&M manuals.

F. Product- and System-Specific Training:
   1. Review the applicable O&M manuals.
   2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
   3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
   4. Provide hands-on training on all operational modes possible and preventive maintenance.
   5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
   6. Discuss common troubleshooting problems and solutions.
   7. Discuss any peculiarities of equipment installation or operation.
   8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
   9. Review recommended tools and spare parts inventory suggestions of manufacturers.
   10. Review spare parts and tools required to be furnished by Contractor.
   11. Review spare parts suppliers and sources and procurement procedures.

G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

END OF SECTION