

INTERIOR RENOVATIONS
AT
COLUMBIA ELEMENTARY SCHOOL
AND
WEST CENTRAL ELEMENTARY SCHOOL
AND
MISCELLANEOUS EXTERIOR CONCRETE SLABS
FOR
JOPLIN SCHOOLS
JOPLIN, MISSOURI

MARCH 2016

Prepared By:

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INVITATION TO BID

PROJECT

INTERIOR RENOVATIONS
AT COLUMBIA & WEST CENTRAL ELEMENTARY SCHOOLS FOR
JOPLIN SCHOOLS
JOPLIN, MISSOURI

PROJECT SCOPE

Interior renovations including carpeting and vinyl flooring and complete renovation of existing restrooms including fixtures and finishes.

Miscellaneous concrete slabs for sidewalks and playground for Columbia, West Central, Eastmorland and Stapleton Elementary Schools

BID RECEIVING

Sealed proposals for the construction including the furnishing of all necessary materials, labor, and equipment for INTERIOR RENOVATIONS AT COLUMBIA and WEST CENTRAL ELEMENTARY SCHOOLS FOR JOPLIN SCHOOLS DISTRICT JOPLIN, MISSOURI, shall be received at the Joplin Administration Building Conference Room, 310 W. 8th Street, Joplin, Missouri, at 4:00 p.m. (C.D.S.T.), April 14, 2016. Any proposal received subsequent to the time specified will be promptly returned to the bidder unopened. The sealed bid should be clearly marked on the outside of the envelope - "BID – INTERIOR RENOVATIONS FOR JOPLIN SCHOOLS DISTRICT JOPLIN, MISSOURI."

BIDDING DOCUMENTS

Drawings and Specifications are available from the office of Patterson Latimer Jones Brannon Denham, Inc., 303 S. Main Street, Joplin, Missouri 64801 (417) 624-4004, contact@pljbd.com, as follows:

Plan deposit for General Contractors is required in advance as follows:

Deposit \$ 50.00 per set, complete refund.

Deposit \$ 100.00 for three sets, complete refund.

Postage and Handling at cost.

Above deposits are returned provided General Contractor submits a legitimate bid and returns all documents in good condition within seven days after bids are received.

Contract Documents are on file and may be viewed at the office of the Architect, and:

Tri-State Area Contractors Association
1216 Illinois
Joplin, MO 64801

BID SECURITY AND BONDS

Bid security and bonds will be required in accordance with the "Instructions to Bidders".

SALES TAX

No sales tax is required. Sales tax exempt project.

E-VERIFY FEDERAL WORK AUTHORIZATION PROGRAM

Contractors are required to enroll and participate in the E-Verify federal work authorization program.

PREVAILING WAGE

Prevailing Wages are required to be paid as mandated by law. Refer to Attachment "A".

OWNER: Joplin Schools

DATE: March 2016

INSTRUCTIONS TO BIDDERS

PROJECT

INTERIOR RENOVATIONS
AT COLUMBIA & WEST CENTRAL ELEMENTARY SCHOOLS FOR
JOPLIN SCHOOLS
JOPLIN, MISSOURI

DEFINITIONS

- A. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition, are applicable to these Instructions to Bidders.
- B. Bidding Documents include the Drawings, Project Manual, Invitation to Bid, Instructions to Bidders, Bid Form and Bid Security including any Addenda issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

EXAMINATION OF BIDDING DOCUMENTS

- A. Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Architect. Only a written interpretation or correction by Addendum shall be binding.
- B. Each bidder shall also compare all conditions at the site with the Contract Documents. The bidder shall notify the Architect or Owner, in writing, at or before the time of submitting his Proposal, of any discrepancies between the Contract Documents and the existing conditions at the site, and he shall make his proposal conform to the intent of the Contract Documents, without additional cost to the Owner.
- C. Failure of the bidder to acquaint himself with all available information regarding these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

WAGE DETERMINATION

- A. Prevailing wage rates as required by law are applicable to this project and are as set forth in "Exhibit A". All workmen performing under this contract shall be paid in accordance with Section 290.250 RSMo.

SALES TAX

- A. Section 144.062 RSMo has been amended to permit public bodies to permit Contractors who are constructing, repairing or remodeling facilities on their behalf to utilize their tax exemption number when purchasing materials to be incorporated in the work. The Owner will provide you with a tax exempt certificate which may be used in purchasing materials to be used on this project. The Contractor may make additional copies as necessary for Subcontractors on the project. The exemption applies to all tangible personal property materials which will be incorporated into or consumed during the course of the work. It does not apply to the purchase of construction machinery, equipment or tools. The law requires every Contractor purchasing materials in accordance with a tax exemption certificate to retain the certificate and all invoices for materials purchased in accordance therewith for a period of five (5) years. Additional questions should be directed to your attorney or the Department of Revenue, Sales Tax Bureau.

ADDENDA

- A. Prior to the receipt of bids, Addenda will be mailed or delivered to each prime contract bidder recorded by the Architect as having received the bidding documents. Addenda issued after receipt of bids will be mailed or delivered only to the selected bidder.
- B. Bidders shall acknowledge receipt of Addenda on the Bid Form.

BID PREPARATION

- A. Bids shall be made upon the Bid Form (or copy thereof) included in the Project Manual. Fill in all blanks on the Bid Form clearly with typewriter or ink. Erasures or other changes in a bid must be explained or noted over the signature of the bidder. Signature shall be in longhand by a principal duly authorized to sign contracts; the signature accompanied by the corporate seal impression if bid is by a corporation. Bids shall contain no alterations nor recapitulation of the work.
- B. Bids shall be prepared and submitted in accordance with these Instructions to Bidders.
- C. Enclose the Bid Form, along with the required Bid Security, in an opaque envelope, bearing the legend:
- BID: INTERIOR RENOVATIONS
 AT COLUMBIA & WEST CENTRAL ELEMENTARY SCHOOLS FOR
 JOPLIN SCHOOLS
 JOPLIN, MISSOURI
- (NAME OF BIDDER)

ALTERNATE BIDS

- A. Each bidder shall bid all alternates included in the Bid Form, except that should he desire not to bid an alternate he may insert the words "no bid" in the space provided for prices for such alternate. However, when a bidder writes "no bid" for one or more alternates he thereby waives any claim to the contract award if that alternate (or those alternates) becomes the basis for determining the low bid and/or the contract award. If an alternate bid involves no change in price, bidder shall so indicate by writing the words "no change" in the space provided.

SUBSTITUTIONS

- A. Prior to receipt of bids, should bidder wish to incorporate in Base Bid, brands or products other than those named in Drawings and Specifications, he shall submit, on the form included herein, a written request for substitution to Architect no later than seven (7) days prior to date bids are due. Architect will consider requests, and items approved will be listed in an Addendum issued to principal bidders.
- B. By making requests for substitutions the bidder:
1. Represents that the bidder has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified.
 2. Represents that the bidder will provide the same warranty for the substitution that would be provided for that specified.
 3. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

BID SECURITIES

- A. Bid Security, consisting of a bid bond, certified check or cashier's check on a solvent bank, shall be enclosed with each bid in the amount of at least 5% of the base bid.
- B. Bid Security shall be made payable, without condition, to The Joplin Schools, as a guarantee that the bidder, if awarded the contract, will promptly execute the formal contract in accordance with the bid and contract documents, and that he will furnish the specified bonds for the faithful performance of the same. Bid securities of the three lowest bidders will be retained until the contract is awarded or other disposition is made thereof. Bid security of all other bidders will be returned promptly after the canvass of bids.
- C. On award of contract, Performance Bond and Payment Bond will be required in an amount of 100% of the contract amount, as set forth in the Supplementary General Conditions of the Contract.
- D. Bidder shall require attorney-in-fact who executes required bonds on behalf of the surety, to affix thereto a certificate and current copy of his power-of-attorney indicating the monetary limit of such power.

COMPLETION TIME

- A. The time of completion of construction of the project shall be as bid in the Bid Form, Section 00 40 00.

BIDDER'S REPRESENTATION

- A. Each bidder by making his bid represents:
1. That he has read and understands the Instructions to Bidders.
 2. That he has carefully examined all bidding documents pertaining to the Project.
 3. That he has visited the site and familiarized himself with the local conditions under which the work is to be performed, including pertinent state and local codes and the conditions of labor and material markets.
 4. That he has made allowance in his bid for all work and all contingencies.

BID RECEIVING

- A. Sealed bids for this Project will be received on or before 4:00 p.m. (C.D.S.T.) April 14, 2016, at the Joplin Administration Building Conference Room, 310 W. 8th Street, Joplin, Missouri. The bids will be opened and read aloud to those present after the hour stated for receiving bids.

BID WITHDRAWAL

- A. A bid may be withdrawn on written or telegraphic request received by Owner from bidder prior to time fixed for bid receiving.
- B. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty days after the opening time of bids.

AWARD OF CONTRACT

- A. A Notice of Award will be issued as soon as possible to the responsible bidder submitting the lowest acceptable bid, provided:
 - 1. Evidence of the experience, qualifications and financial responsibility of the bidder and his subcontractors are all acceptable to the Owner.
- B. The successful bidder shall commence work on the site within fourteen (14) calendar days after receiving a Notice of Award.

REJECTION OF BIDS

- A. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

LIST OF SUBCONTRACTORS

- A. All bidders shall submit with the Bid Form at the bid opening, a list of major sub-contractors to be used on the project. As an option, the list of major sub-contractors may be faxed or emailed to the Architect (Fax 417-624-4022) within thirty (30) minutes after bid opening begins. The apparent low bidder shall submit to the Architect a complete list of sub-contractors by noon the day after the bid opening.

OWNER: Joplin Schools

SUBSTITUTION REQUEST

TO: PATTERSON LATIMER JONES
BRANNON DENHAM, INC.

PROJECT: INTERIOR RENOVATIONS
AT COLUMBIA & WEST CENTRAL FOR
JOPLIN SCHOOLS DISTRICT
JOPLIN, MISSOURI

<u>Section</u>	<u>Page</u>	<u>Paragraph</u>	<u>Description</u>
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PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable data portions. Included is highlighted information of comparative product elements from both specified and proposed substitution.

Attached data also includes description of changes to Contract Documents and proposed substitution required for its proper installation.

Undersigned certifies following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on Drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Submitted by:

Name (Print)

_____ Signature	For use by A/E	_____ Approved	_____ Approved as Noted
		_____ Not Approved	_____ Received too late

By Firm Name

Date Address

Remarks City, State, Zip

Date

Telephone

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 049

JASPER 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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/16		\$25.47	56	28	\$11.25
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$27.52	24	74	\$15.78
Carpenter	6/15		\$22.95	6	63	\$15.10
Cement Mason	6/15		\$22.96	64	4	\$10.10
Communication Technician			\$16.80	FED		\$4.87
Electrician (Inside Wireman)	7/15		\$26.46	27	9	\$12.075 + 8%
Electrician (Outside-Line Construction\Lineman)	10/15		\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator	10/15		\$38.37	125	65	\$5.00 + 34.5%
Groundman	10/15		\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor	6/15	a	\$43.620	26	54	\$29.956
Glazier	10/15		\$23.35	36	52	\$6.21
Ironworker	10/15		\$31.25	50	4	\$27.90
Laborer (Building):						
General	6/15		\$20.35	29	64	\$11.47
First Semi-Skilled	6/15		\$20.35	29	64	\$11.47
Second Semi-Skilled	6/15		\$20.35	29	64	\$11.47
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.24	123	78	\$15.10
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$22.95	6	63	\$15.10
Operating Engineer						
Group I	6/15		\$26.00	84	4	\$12.23
Group II	6/15		\$24.31	84	4	\$12.23
Group III	6/15		\$23.60	84	4	\$12.23
Group III-A	6/15		\$24.31	84	4	\$12.23
Group IV						
Group V	6/15		\$15.60	84	4	\$12.23
Painter	6/15		\$21.88	7	14	\$11.98
Pile Driver	6/15		\$22.95	6	63	\$15.10
Pipe Fitter	11/15	b	\$28.95	19	1	\$14.67
Plasterer	6/15		\$22.95	64	4	\$10.30
Plumber	11/15	b	\$28.95	19	1	\$14.67
Roofer \ Waterproofer	6/15		\$22.50	10	2	\$10.38
Sheet Metal Worker			\$28.87	4	24	\$13.15
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$16.35	48	49	\$2.75
Truck Driver-Teamster						
Group I			\$21.00	FED		\$7.84
Group II	6/15		\$28.73	31	35	\$12.05
Group III			\$17.50	FED		\$5.52
Group IV			\$20.00	FED		\$6.60

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**b - On all work over \$750,000 Total Mech Cost - \$28.95, Fringes - \$14.67

On all work under \$750,000 Total Mech Cost - \$25.98 Fringes - \$14.67

**REPLACEMENT PAGE
JASPER COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside the regular working hours and performed during the regular work week and Saturday work, shall be paid at one & one-half (1½) times the regular rate. All recognized holidays or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday.

NO. 6: Means eight (8) hours shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All work done on Sunday and recognized holidays must be paid for at the double (2) time rate. The Employer shall have the option of working five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. Work in excess of eight (8) hours per day (when working 5-8's) or ten (10) hours per day (when working 4-10's) or forty (40) hours per week shall be paid at the overtime rate of time and one-half (1½). When the four (4) day ten (10) hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) ten (10) hour days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, normal work week being Monday through Friday. In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day at straight time not to exceed eight (8) hours per day or forty (40) hours per week. In instances where work days are lost due to circumstances beyond the Contractor's control, make-up days may be used. Scheduling conflicts are not valid reasons. Make-up days are not to be used to make up lost time due to recognized holidays.

NO. 7: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Weekend begins 12:01a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) time the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) time the regular wage scale.

**REPLACEMENT PAGE
JASPER COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 19: On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight-time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

NO. 24: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 27: Means eight (8) hours of work between the hours of eight (8:00) a.m. and four-thirty (4:30) p.m., shall constitute a work day. Forty (40) hours within five (5) days - Monday through Friday, inclusive - shall constitute a work week. The regular starting time in the morning may be moved not more than one hour prior to 8:00 a.m.; however, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate and as required by the employer, the employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 8:00 a.m. to 6:30 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and Holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hours per day work week. All overtime work after a regular work day, (8) hours, Monday through Friday shall be paid at time and one-half (1½). All hours worked on Saturday shall be paid at time and one-half (1½). All other overtime on Sunday and recognized holidays shall be paid for at double (2) the straight-time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

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BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 29: Means eight (8) hours shall constitute a day's work and shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. Starting time may be advanced or delayed by the employer up to two (2) hours from the regular starting time. Any hours worked in excess of eight (8) hours shall be paid for at one and one-half (1½) times the regular rate of pay. The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day). If using a 4-10's schedule, a Friday make-up day is allowed. If using a 4-10's schedule, any work more than ten (10) hours in a day or forty (40) hours in a work week shall be paid at the time and one-half (1½) rate. Friday make-up days shall not be used to make up for time lost due to recognized holidays. All hours worked between 4:30 p.m. Friday and 4:30 p.m. Saturday shall be paid for at the rate of time and one half. All hours worked from 4:30 p.m. Saturday until 8:00 a.m. Monday and all holidays shall be paid for at double (2) the regular rate of pay. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay.

NO. 31: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time and one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Work performed on recognized holidays or days observed as such, shall receive time and one-half (1½).

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

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BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

NO. 84: The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

**REPLACEMENT PAGE
JASPER COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 125: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

JASPER COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 1: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 9: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at the double time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid at the double time rate of pay as all observed holidays, if worked.

NO. 14: The following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

JASPER COUNTY HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 35: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1 ½) the regular rate of pay for such work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 63: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day must be paid for at the double (2) time rate. No work shall be done on Labor Day or the Fourth of July except to preserve life or property. When any of the above named holidays fall on Sunday, the following Monday shall be observed as such holiday. If they fall on Saturday, Friday shall be observed as the holiday.

NO. 64: All work performed on New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular rate of pay. When any of the above named holidays shall fall on Sunday, the following Monday shall be observed as such holiday. If any other craft is afforded a provision of observing Friday as the holiday when the holiday falls on Saturday, Laborers shall be granted the same provision. If another craft that Laborers are tending recognize a specific holiday that Laborers do not normally recognize, the Laborers tending that craft shall recognize the same holiday.

NO. 65: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 78: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$28.64	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)	10/15	\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator	10/15	\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer	10/15	\$21.64	31	30	\$5.00 + 27.5%
Groundman	10/15	\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer	10/15	\$17.50	31	30	\$5.00 + 27.5%
Laborer					
General Laborer	6/15	\$23.82	4	18	\$12.31
Skilled Laborer	6/15	\$24.37	4	18	\$12.31
Millwright	6/15	\$28.64	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$30.23	5	15	\$12.84
Group II		\$24.00	FED		\$6.60
Group III	6/15	\$29.68	5	15	\$12.84
Group IV	6/15	\$27.63	5	15	\$12.84
Oiler-Driver	6/15	\$27.63	5	15	\$12.84
Pile Driver	6/15	\$28.64	23	16	\$15.55
Traffic Control Service Driver		\$16.35	29	28	\$2.75
Truck Driver-Teamster					
Group I		\$17.00	FED		\$7.43
Group II	6/15	\$28.73	12	3	\$12.05
Group III		\$19.00	FED		\$7.84
Group IV		\$21.40	FED		\$6.60

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**REPLACEMENT PAGE
JASPER COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

NO: 18: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**REPLACEMENT PAGE
JASPER COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

NO. 29: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 31: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**JASPER COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

NO. 24: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

NO. 28: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

NO. 30: All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

BID FORM

PROJECT

DATE:

INTERIOR RENOVATIONS
AT COLUMBIA & WEST CENTRAL ELEMENTARY SCHOOLS FOR
JOPLIN SCHOOLS
JOPLIN, MISSOURI

The Undersigned proposes to complete the Interior Renovations at Columbia & West Central Elementary Schools for Joplin Schools, Joplin, Missouri, and to furnish all materials, machinery, tools, equipment, labor, transportation, and other means required to complete the project in accordance with the Drawings and Specifications, by this reference made a part thereof, prepared by Patterson Latimer Jones Brannon Denham (hereafter called the Architect) and dated March 2016.

Bidder acknowledges receipt of the following Addenda: _____

The Bidder has made a careful examination of the site on which the Project is to be constructed, has become informed as to the kind of facilities required before and during the construction of the Project, and has become acquainted with the labor conditions which would affect the work.

The Bidder agrees that if his bid is accepted, the terms and conditions set out in these Contract Documents shall govern.

BID SCHEDULE

BASE BID

The Undersigned agrees to perform all work indicated on the Drawings and described in the Specifications and Addenda thereto, for the General Contract for this work for the sum of:

_____ Dollars (\$_____)

ALTERNATE BIDS

For the alternates described below, the Undersigned agrees to add to or deduct from the Base Bid sum the following amounts as itemized:

ALTERNATE BID NO. 1 – (DEDUCT) _____

_____ Dollars (\$_____)

To delete all flooring and base in Cafeteria Room 117 Columbia.

ALTERNATE BID NO. 2 – (DEDUCT) _____

_____ Dollars(\$_____)

To delete all painting in Corridor Rooms 110 & 207 Columbia. New carpet remains, not part of this alternate.

ALTERNATE BID NO. 3 – (DEDUCT) _____

_____ Dollars(\$_____)

To delete all new flooring and base in Cafeteria Room 112 West Central.

ALTERNATE BID NO. 4 – (DEDUCT) _____

_____ Dollars(\$_____)

To delete all painting in Corridor Rooms 118, 123, 207 & 218 West Central.. New carpet remains, not part of this alternate.

ALTERNATE BID NO. 5 – (DEDUCT) _____

_____ Dollars (\$ _____)

To delete all associated construction for the new office suites including Rooms at Columbia. Provide new carpet and base in the existing offices with this alternate.

ALTERNATE BID NO. 6 – (DEDUCT) _____

_____ Dollars (\$ _____)

To delete all exterior concrete slabs and sidewalks.

UNIT PRICES

For changing quantities of work from those indicated by the contract drawings and/or specifications, upon written instruction from the Architect, the following unit prices shall prevail:

Additional Concrete Slabs & Sidewalks:

_____ Dollars (\$ _____)
per square foot of additional concrete slabs as specified.

Additional Carpet Tile:

_____ Dollars (\$ _____)
per square foot of additional carpet tile as specified.

ADDITIONAL WORK

The Undersigned agrees, if additional work or changes in the work are ordered on the basis of the Cost-Plus-Fee, such fee shall not exceed (_____ %) of the cost of the work involved.

The above unit prices and additional work shall include all labor, materials, equipment, haulage, services, overhead, profit, bonds, insurance, superintendent & project manager's time, other general conditions and incidentals to cover the completed work of the several kinds called for.

TIME OF COMPLETION

The Undersigned agrees, if awarded the contract, to complete construction and service installations by August 5, 2016. The Undersigned further agrees to commence construction no later than fourteen (14) calendar days from date of receiving Notice of Award.

The Undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of \$1,000.00 for each day thereafter, Sundays and legal holidays excluded, that the Contract remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated, and this amount is not to be construed as in any sense a penalty.

CONTRACT SECURITY

The Undersigned agrees, if awarded the Contract, to execute and deliver to the Architect at time of Contract signing, Performance Bond and Payment Bond in amounts equal to 100% of the Contract Sum, as set forth in the Supplementary General Conditions of the Contract.

The Undersigned agrees that the Bid Security, in the amount of not less than 5% of the amount of the Base Bid, payable to the Owner, accompanying this bid is left in escrow with the Architect, that its amount is the measure of liquidated damages which the Owner will sustain by failure of the Undersigned to execute the above named contract and bonds, and that if the Undersigned

defaults in executing the contract or furnishing the stated bonds within the time limit set forth above, their Bid Security shall become the property of the Owner.

DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation to Bid, the Instructions to Bidders, the Drawings and Specifications, has visited the actual location of the work, has consulted his sources of supply, has satisfied himself as to all quantities and conditions and understands that in signing this Bid, he waives all right to plead any misunderstanding regarding the same.

The Undersigned understands that the base bid, alternate bids and unit prices, as well as his competence, responsibility and any other factors of interest to the Owner will be a consideration in making the contract award.

The Owner reserves the right to reject any or all bids, to accept or reject any or all alternate bids and unit prices and to waive any informality or irregularity concerning the bids received as it may be in his interest to do so.

SUPERVISION

The Undersigned agrees that he will provide experienced, competent supervision to the work, using his best skill and attention. He will carefully study and compare all drawings, specifications, and other instructions and report at once to the Architect any error, inconsistency or omission which he may discover.

Legal Name of Bidder

Address of Bidder

Authorized Officer

(seal if bid is by a corporation)

Title



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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)
print

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

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

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

ADDITIONS AND DELETIONS:

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

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

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

Signed and sealed this day of ,

(Witness)

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

Init.

/



AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

§ 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.

§ 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.

§ 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

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



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Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

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

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

§ 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.

§ 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.

§ 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

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

 AIA[®] Document A101[™] – 2007**Standard Form of Agreement Between Owner and Contractor**
where the basis of payment is a Stipulated Sum

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

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

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

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

The Architect:
(Name, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
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9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

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

Item

Units and Limitations

Price Per Unit

§ 4.4 Allowances included in the Contract Sum, if any:

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

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of (). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ();
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

per annum

§ 8.3 The Owner's representative:

(Name, address and other information)

§ 8.4 The Contractor's representative:

(Name, address and other information)

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:

(Table deleted)

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit:

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$ 0.00)

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

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

GENERAL CONDITIONS

SCOPE OF WORK

The work included under this contract consists of furnishing all items, materials, operations, or methods listed, mentioned, indicated or scheduled on the Drawings and/or in the Specifications, including all labor, materials, equipment, transportation, temporary facilities, services and incidentals necessary and required for construction and completion of project named in title page in accordance with contract documents.

FORM OF SPECIFICATIONS

- A. General Conditions of the Contract, Supplementary General Conditions, and Special Conditions of the Contract apply to every Division (1 through 16) of the Specifications.
- B. These specifications are of abbreviated form and contain incomplete sentences. Omissions of words or phrases such as "the Contractor shall," "shall be," "as noted on the drawings," "according to the drawings," "a," "an," "the," and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the drawings.
- C. All specification instructions are directed to the Contractor, and inclusion of any work by mention, note, or itemization, however brief, implies Contractor shall provide same, unless specifically directed otherwise. Where specific Contractor is named, he shall be responsible for and provide work so designated.
- D. In specifying an item by manufacturer's name and/or catalog number, unless specifically stated otherwise, such item shall be provided with all standard devices and accessories indicated in latest edition of manufacturer's catalog or brochure published at date of invitation to bid; such item shall be complete with component parts necessary for obviously intended use and installation, whether or not description or catalog number contains all supplemental information and/or numbers of such components.

AIA GENERAL CONDITIONS

AIA Document A201 "General Conditions of the Contract for Construction", 1997 Edition, 14 Articles, hereinafter referred to as "AIA General Conditions," is hereby made a part of these specifications. Contractor shall consult this document and become intimately familiar with its contents before submitting his bid.

END OF SECTION

 AIA[®] Document A201[™] – 2007***General Conditions of the Contract for Construction***

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

THE OWNER:
(Name and address)

THE ARCHITECT:
(Name and address)

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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 requirements.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

§ 1.2.2 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the 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.

§ 2.2.3 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.

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

§ 2.2.5 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.

§ 2.3 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.

§ 2.4 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as 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 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the 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 make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 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.

§ 3.5 WARRANTY

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.

§ 3.6 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 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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.

§ 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

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

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove 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 Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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, 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 which 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 Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 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.

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design 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, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 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 subcontractors of a separate contractor.

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these 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 in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved 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.

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the 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' written 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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify 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 such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 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.

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 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 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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.

§ 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 15.1.6 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 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. 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 Either party, at its sole discretion, 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).

§ 15.4.4.2 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.



SPECIAL CONDITIONS OF THE CONTRACT

GENERAL REQUIREMENTS OF WORK

A. Materials, Equipment and Substitutions

1. The intent of the Specifications is to allow ample opportunity for Contractor to prosecute the work to his and Owner's mutual advantage, and to permit reasonable competition in bidding on standards of materials and equipment required.
2. In general, the Specifications identify required materials and equipment by naming one or more manufacturer's brand, model, catalog number and/or other identification; first-named manufacturer's product used as the basis for design; other named brands considered equivalent. Equivalent brand manufacturers named must furnish products consistent with Specifications for first-named product, as determined by Architect. Base Bid shall include only those brands named, except as hereinafter provided.
3. Where materials or equipment are described but not named, Contractor shall provide required first quality items, adequate in every respect for intended use, such items subject to Architect's approval prior to procurement.
4. Prior to receipt of bids, should Contractor wish to incorporate in base bid, brands or products other than those named in Specifications, he shall submit on the form included with Instructions to Bidders a written request for substitution to Architect not later than seven (7) days prior to date bids are due. Architect will consider requests, and items approved will be listed in an Addendum issued to principal bidders.
5. As soon as practicable and within 30 days after award of contract, Contractor shall submit shop drawings for equipment and materials to be incorporated in work, for Architect's approval; except where 30 day limit is insufficient for preparation of detailed shop drawings on major equipment or assemblies, Contractor submit manufacturer's descriptive catalog data and date such detailed shop drawings will be submitted and manufacturer's certification that order was placed within 30 day limit.
6. After execution of contract, substitution of product brands for those named in Specifications will be considered only if (1) request is received within thirty days after contract date and request includes statement showing credit due Owner, if any, if substitution product is used, or (2) Owner requests consideration be given to substitute brands.
7. Materials and equipment proposed for substitution shall be equal or superior to that specified in construction efficiency, utility, esthetic design, and color, as determined by Architect whose decision shall be final without further recourse. Physical size of substitute brand shall not be larger than the space provided for it. Physical size and arrangement of components shall be such that there will be provided the clearances, reach range dimensions, approach space, and maneuvering space required by the Americans with Disabilities Act Accessibility Guidelines. Requests must be accompanied by full description and technical data, in three copies, including manufacturer's name, model, catalog number, photographs or cuts, physical dimensions, capacity, load rating, operating characteristics, and other information necessary for comparison.
8. In proposing a substitution prior to or subsequent to receipt of bids, Contractor shall include in such proposal the cost of altering other elements of the project, including adjustments in mechanical-electrical service requirements, as necessary to accommodate such substitution; whether such affected elements be under his contract or under separate contracts.
9. In preparing bid, Contractor shall check his sources of supply verifying catalog numbers and availability of materials and equipment specified. If later, any materials or equipment are discovered to be discontinued, unavailable or their catalog numbers have been changed, are incorrect or ambiguous, Contractor shall consult Architect and, without an increase in contract sum, provide equivalent materials or equipment as selected by Architect.

B. Drawings

1. Do not scale mechanical and electrical drawings for dimensions. Accurately lay out such work from dimensions indicated on architectural drawings unless such be found in error. Consult Architect for interpretations concerning locations of equipment.
2. Consult Drawings for miscellaneous items of each trade and provide same as indicated.
3. Where Drawings indicate a portion of work and remainder is shown in outline, parts drawn out apply to other like portions of work. Where detail is indicated by starting, only, such detail continues to apply throughout courses or parts in which it occurs and applies to similar parts of work unless otherwise indicated.
4. Unless otherwise indicated, a detail indicates general application of work at all locations where it logically applies, and other related work incident thereto shall be provided as required to fully complete work in manner consistent with detail and other related details and as approved by Architect.

C. Shop Drawings

1. Shop drawings shall illustrate principal component parts, methods of assembly, mechanical and electrical connections, accessories and relationship to the building components.

D. Architect's Selection and Approval of Materials

1. Where approval of Architect for material or equipment is required, secure such approval before procurement.
2. Where colors and/or patterns are to be selected by Architect, request such selection in ample time for procurement.
3. Where Specifications include cash allowances, request Architect to select the appropriate material in ample time for procurement.
4. The esthetic values of every material and installation, such as shape, proportion, texture, finish and color, will be an important consideration to Architect and his decisions concerning same shall be final.

E. References

1. References to known standard specifications mean and intend latest edition of such specifications adopted and published at date of invitation to submit proposals.

F. Protection of Work and Property

2. Construct and maintain temporary drainage, and pump as necessary to keep site and excavations free from water. Remove ice and snow as necessary for safety and proper execution of work. Provide cover and protection of work from inclement weather and brace construction to prevent damage from wind.
3. Keep covered materials, cavities and holes subject to damage by falling materials or deposits of water, snow or ice.
4. In cold weather, protect work from damage from frost and freezing. In hot weather, protect work from rapid drying out.
5. Transport, handle, store and erect materials in a manner to keep from injury.
6. Support no runways, ramps, nor construction equipment on nor transport over items or assemblies subject to displacement, disfigurement or other damage.
7. Protect work in place, requiring job-finishing, until such finishing has been completed.
8. Protect previously placed work by suitable coverings or other protection during installation of subsequent work. Clean off foreign materials accidentally deposited on finish surfaces and, where such would stain, corrode or otherwise disfigure, clean same immediately with material that will not damage finished work.
9. Where finished floors are subject to damage, suitably cover traffic areas until building acceptance.

F. Temporary Equipment

1. Provide temporary walks, ramps, ladders, runways, scaffolding, shoring, bracing, tarps and other equipment required for progress of work and remove such at work completion.

G. Performance

1. Where Drawings and/or Specifications designate a standard of performance, (e.g. Fire Rating, sound transmission class, insulation value, heating output, air velocity, etc.) the completed installation shall perform at least to designated standard.

H. Tests of Materials

1. Furnish materials and equipment that have been properly inspected and tested in accordance with accepted industries standards. Make field or laboratory tests where specified herein, costs of such being paid for by Contractor, unless otherwise stated.
2. Should such tests or visual observation indicate failure of materials or construction to meet requirements of Drawings and/or Specifications, Contractor shall make and pay for additional tests, as directed by Architect until compliance has been proved and should such work fail to comply, Contractor shall replace it at his expense.

I. Appropriate Materials and Installations

1. Before submitting bid, and before procurement of materials selected by Architect subsequent to bid, Contractor, his subcontractors and material suppliers shall observe Drawings, Specifications and material selected, and should any material and/or installation be indicated, specified or directed in a manner not approved by material manufacturer or not in accordance with good construction practice for obviously intended results, notify Architect and receive his instructions. Failing to do so, Contractor shall provide other equivalent materials suitable for the installation, as selected by Architect or if not discovered until after installation, Contractor shall replace materials with such other equivalent suitable and selected materials and in either event at no increase in contract sum.

J. Receiving and Storing Materials

1. On receipt of materials, check for in-transit damage in ample time to replace any damaged materials prior to installation time.

2. Where possible, deliver materials and equipment to project site in manufacturer's original packages, keeping labels intact until final cleaning. Where items are to be job assembled label, tag, mark or otherwise properly identify each component part until incorporated in building.
3. Store materials in manner to prevent deterioration, staining, soiling and intrusion of foreign materials. Provide waterproof well-ventilated enclosures for material subject to deterioration by dampness. Protect materials subject to damage by freezing and frost.
4. Remove from premises materials showing deterioration or damage and replace with new.

K. Preparation

1. Properly prepare work to receive subsequent work or finish. Notify Architect if any work is unsatisfactory to receive subsequent work or finish and receive his instructions before proceeding.

L. Installations

1. Furnish, apply, install, connect, erect, clean and condition manufactured articles, materials and equipment per manufacturer's printed directions, unless otherwise indicated or specified.
2. Manufacturer's printed directions must be on job prior to and during installation of materials and equipment.
3. Provide attachment devices and materials necessary to secure materials together or to other materials and to secure work of other trades.
4. Make allowance for ample expansion and contraction for building components subject to same.
5. Each trade provide sleeves, recesses and openings in their work as required to receive work of other trades.
6. Make field check of actual building dimensions before fabricating products.
7. Where proper fit of work depends upon close tolerances of manufactured products, furnish manufacturer with necessary templates to insure proper fit of components.
8. Install materials only when conditions of temperature, moisture, humidity and condition of adjacent building components are conducive to achieving best installation results.
9. In job-assembling, each trade properly cut and fit to make its assemblies fit accurately and as necessary for other trades having work occurring herein. Correct errors in cutting, shop fabrication and installation. Where necessary to cut into other building components, do so in manner not to damage building structurally or aesthetically, then repair adjoining parts thoroughly and neatly.
10. Erect, install and secure building components in a structurally sound and appropriate manner. Where necessary, temporarily brace, shore, or otherwise support members until final connection or installation. Brace walls and other structural elements to prevent damage by wind and construction operations. Leave temporary bracing, shoring or other structural supports in place as long as necessary for safety and until structure is strong enough to withstand all temporary or permanent loads to which it may be subjected.
11. Where construction consists of a series of units, assemble units in best acceptable manner to provide structurally sound installation, waterproof where exposed to exterior. Accurately plumb and level all units.
12. Handle materials in manner to prevent scratching, abrading, distortion, chipping, breaking or other disfigurement.
13. Unless indicated, fabricate and install materials true to line, plumb and level. Leave finished surfaces smooth and flat or if sloping, contour where indicated, free from wrinkles, warps, scratches, dents and other imperfections.
14. Provide quality of workmanship not less than the commercially accepted standards of that trade, and acceptable to Architect.
15. Where obviously of best practice, furnish materials in longest practical lengths and largest practical sizes to avoid unnecessary joining. Make all joints secure.
16. Where sheet materials join in same plane, make seams tight, secure, flush and inconspicuous.
17. Scribe and/or otherwise neatly fit materials to adjoining materials.
18. Consult Architect for mounting height or position of any unit not specifically located.
19. Construct roofs, walls, flashings, windows, doors and other elements subject to weather exposure so that they will be thoroughly waterproof, windproof and durable. Construct floors, walls and other interior surfaces subject to water in waterproof manner.
20. Once placed, do not disturb materials during curing period.

M. Equipment Verification

1. Contractor shall check physical sizes of all equipment furnished under this contract or furnished by Owner and require other contractors to verify sizes of their equipment, in time to allow ample room for transporting equipment to and installing in its final location before enclosing spaces for it. Notify Architect in writing of any required openings or ceiling heights; such notice in ample time for Architect to direct necessary adjustments before such openings, ceilings or enclosures are placed.

2. Before construction proceeds to point that would prevent necessary modifications, Contractor shall check Drawings, Specifications, shop drawings and change orders and notify Architect in writing of any mechanical/electrical services and/or connections required but not indicated, or incorrectly indicated, for equipment furnished. Failing to do so, Contractor furnishing equipment provide required services and/or connections at his own expense.

N. Finishing

1. Adjust doors, drawers, hardware, appliances, motors, valves, controls, and other equipment for proper operation.
2. Seal exterior joints between materials to form a waterproof enclosure.
3. Touch-up imperfections in surfaces, paint and other finishes after all sub-contractors and tradesmen have completed their work.
4. Clean surfaces using appropriate materials and methods that will thoroughly clean but not damage materials and their finishes, nor damage or adversely affect other materials in the project.

O. Closing-In Work

1. Contractor shall notify his subcontractors, Owner and all Contractors and subcontractors under the Owner, when he is ready for them to install their portions of their work and see that they comply within a reasonable period of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations and/or inspections have been made by Architect and/or proper authorities.
2. Contractor or subcontractor may not put in place any work which will prevent observation and approval of previous work without first notifying the Architect.

P. Repairs

1. Unless Architect grants permission to repair any defective work, remove defective work from project and replace with new work in accordance with contract documents. Permission to repair such work shall not constitute a waiver of Architect's right to require complete replacement of defective work if repair operation does not restore quality and appearance of member or surface to Architect's satisfaction. If permission is granted, repair according to Architect's directions.

Q. Completed Work

1. Completed work shall find materials structurally sound, free from scratches, abrasions, distortions, chips, breaks, blisters, holes, splits or other disfigurement considered as imperfections for the specific material. Equipment shall operate properly to design performance capacities and requirements.
2. Finished installations shall illustrate first class workmanship.
3. Completed surfaces shall be thoroughly clean and free from foreign materials and stains.

R. Permanent Systems

1. Install, connect, service and operate permanent systems at earliest practical dates, except as may be modified by specific Sections of the Specifications.

S. Prevailing Wage Law

1. It is the statutory policy of the State of Missouri "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. Not less than the prevailing hourly rate of wages specified shall be paid to all workers performing work under the contract.
3. The Contractor shall forfeit as a penalty to the Joplin R-8 School District, ten dollars 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 said contract, by the Contractor or by any subcontractor under the Contractor.
4. All Contractor's bonds shall include provisions that will guarantee the faithful performance of the prevailing hourly wage clause as provided by contract.
5. Make sure a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed in order to execute the contract and employed on the construction of the public works is kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor engaged in the public works projects under the provisions of this law and require that such notice shall remain posted during the full time that any worker shall be employed on the public works.
6. All successful bid contractors shall submit certified copies of their payrolls to the contracting public body.
7. Before final payment is made, an affidavit must be filed by the Contractor stating that he has fully complied with the Prevailing Wage Law. No payment can be made unless and until this affidavit is filed in proper form and order.
8. Withhold and retain from final payment all sums and amounts due and owing as a result of any violation of the Prevailing Wage Law.

T. Sales Tax

1. Section 144.062 RSMo has been amended to permit public bodies to permit Contractors who are constructing, repairing or remodeling facilities on their behalf to utilize their tax exemption number when purchasing materials to be incorporated in the work. The Owner will provide the Contractor with a tax exempt certificate which may be used in purchasing materials to be used on this project. The Contractor may make additional copies as necessary for Subcontractors on the project. The exemption applies to all tangible personal property materials which will be incorporated into or consumed during the course of the work. It does not apply to the purchase of construction machinery, equipment or tools. The law requires every Contractor purchasing materials in accordance with a tax exemption certificate to retain the certificate and all invoices for materials purchased in accordance therewith for a period of five (5) years.

END OF SPECIAL CONDITIONS OF THE CONTRACT

DIVISION 1 GENERAL REQUIREMENTS
SECTION 01 10 00 SUMMARY OF GENERAL REQUIREMENTS

1.01 PROTECTION OF WORK AND PROPERTY

- A. General Contractor take charge of and assume general responsibility for proper protection of building during construction and further provide substantial enclosures at all openings as necessary for protections, including doors with locks.
- B. General Contractor shall assume responsibility for his materials on the premises.

1.02 LOCATIONS, LINES AND LEVELS

- A. Owner will furnish evidence of the locations of property lines, restrictions and a permanent bench mark. Contractor shall establish location of building on property and establish and maintain all other grades, lines, levels and bench marks, check and compare all drawings, verifying grades, lines, levels and dimensions indicated thereon, and report all inconsistencies to Architect and receive his instructions before commencing work.
- B. General Contractor provide and maintain well-built batter boards at corners and establish bench marks in at least two widely separated places and, as work progresses, establish bench marks at each building level and establish exact locations of partitions on rough floors as a guide to trades.

1.03 SHOP DRAWINGS

- A. Submit shop drawings in such quantity that Architect may retain two copies for architectural, structural, mechanical and electrical; the remainder of copies for return to Contractor. (7 sets minimum). Electronic copies of submittals is acceptable.
- B. Architect will submit one copy of approved shop drawings to Owner at project completion.
- C. Contractor shall have one set of all approved shop drawings on the job site, neatly filed for reference.
- D. Digital files shall be available for use in producing shop drawing submittals.

1.04 DOCUMENTS FURNISHED

- A. Contractors will be furnished free of charge, adequate number of sets of Working Drawings and Specifications.

1.05 RECORD DOCUMENTS

- A. The Contractor shall maintain one (1) set of drawings and specifications as a record set exclusively, noting changes made due to field conditions and contract modifications. The record set shall be submitted to the Architect at the completion of the contract.

1.06 CONSTRUCTION COORDINATION

- A. Before starting any construction, a meeting by Architect and Owner shall be held with Contractor(s), Owner, Architect and Consulting Engineers in attendance to plan and coordinate the schedule of construction and to review intent of Contract Documents. Contractor(s) follow instructions received at this meeting in prosecuting the work and provide Owner with proposed construction schedule within 7 days following this meeting. At this meeting, the Contractor shall submit a total contract breakdown of values allocated to the various portions of the work for approval by the Architect and Owner as per the General Conditions of the Contract Documents.

1.07 BUILDING AND OTHER PERMITS

- A. General Contractor secure and pay for all city, county and state permits as required.

1.08 COOPERATION OF DRAWINGS AND SPECIFICATIONS

- A. In the case any point in regard to the construction is not fully understood by the Contractor, he shall make application to the Architect for such further instructions as may be necessary. The Drawings and Specifications are intended to cooperate fully, but should a case arise in which they apparently do not, the Architect shall decide such questions and his decision shall be final and binding on all parties. Should any item specified be omitted on the Drawings or vice versa, it shall be carried out by the Contractor as if so expressed, without extra charge; any work necessary to the complete and proper finishing of the building so specified or shown must be done by the Contractor without extra charge. Figured dimensions given on the Drawings shall in all cases be followed in preference to scale drawings, but the Contractor shall obtain in every case figures from the Architect where they are not already given on the Drawings.

1.09 GUARANTEES AND WARRANTIES

- A. The Contractor at completion of the work and prior to final payment shall issue a written notarized guarantee to the Owner to repair or replace at no cost to the Owner any materials installed under this contract that are defective due to faulty workmanship or material for a period of one year. Any damage due to natural disasters, negligence, accidents or misuse shall not be applicable under this guarantee.
- B. All guarantees and warranties shall go into effect on the date of Completion.

1.10 UTILITIES

- A. The Contractor shall arrange for and pay for the water and electric power as required during construction. Contractor shall arrange for and pay for telephone service to the Contractor's site office or mobile phone system and for temporary toilet facilities at the site. The Contractor shall furnish the Architect with a mobile phone or pager number with which the superintendent may be contacted during normal working hours.

1.11 CONTRACTOR'S SITE OFFICE AND STORAGE

- A. Contractor shall provide temporary office and storage facilities at the site for the duration of the project. Location of these facilities shall be coordinated with the Owner.

1.12 CODE COMPLIANCE

- A. All work completed in connection with this project shall be governed by and in compliance with the following:
 - 1. 2012 International Building Code
 - 2. 2012 International Mechanical Code
 - 3. 2012 International Plumbing Code
 - 4. 2012 Gas International Fuel Gas Code E
 - 5. 2012 National Electrical Code (NFPA-70)
 - 6. 2010 Americans With Disabilities Act (ADA)
 - 7. 2000 Life Safety Code (NFPA - 101)

1.13 TEMPORARY BARRIERS

- A. Provide temporary fencing and barricades to protect students, staff, and the public from harm due to construction activities.

1.14 OWNER PURCHASED/CONTRACTOR INSTALLED EQUIPMENT

- A. Soap Dispensers, and Toilet Paper Dispensers.

1.15 INSURANCE

- A. Contractor purchase and maintain insurances in the following minimum amounts, specifically for Columbia & West Central Elementary Schools and add Joplin Schools as Additional Insured on each policy:
 - 1. General Liability
 - Occurrence basis

- Each occurrence bodily injury/property damage \$1 million combined limit
- General aggregate \$2 million limit for 12 month term
- 2. Automobile Liability
 - Bodily injury/property damage \$1 million combined limit per accident
- 3. Excess/umbrella liability:
 - Occurrence basis
 - \$2 million each occurrence
 - \$2 million aggregate
 - Follow form/duplicate primary coverage
- B. Property Insurance (Builders Risk written on all risk forms) required under AIA General Conditions, Paragraph 11.3, shall be purchased and maintained by the Contractor who shall name Joplin Schools and the Architect as additional insured parties under the policy and furnish each with a copy of policy.
- C. File certificates of aforementioned insurance with Owner, through Architect, in three copies.
- D. The above required insurances shall be maintained in force throughout the contract period.
- E. Contractor purchase and maintain such insurances as will protect him from claims under Workmen's Compensation Acts, and require all subcontractors similarly to provide such unless such employees are covered by protection offered by Contractor.

END OF SECTION

SECTION 01 78 00 CLOSEOUT SUBMITTALS

1.01 TIME OF SUBMITTAL

- A. Prior to submitting the final request for payment submit not less than two (2) copies of closeout documents specified herein. Request for final payment will not be processed until satisfactory closeout submittals are received and approved.

1.02 PRESENTATION

- A. Closeout submittals, other than record drawings, shall be included in a three-ring binder with tabbed dividers separating and identifying each document or similar groups of documents. The binder shall be labeled on the spine and on the cover "Closeout Documents" and with the name of the Project and the name of the Contractor.
- B. Record drawings, clearly noted as to changes made due to field conditions and contract modifications, shall be submitted on a clean set of prints of the original Drawings. Drawing sets kept in the field office for recording changes usually become dirty, torn, dog-eared with notes, and excessively wrinkled. Therefore, noted changes should normally be transferred to a clean, undamaged set of Drawings for submittal.
- C. A project with a large number of closeout submittals and a thick Project Manual, in which record changes to the Specifications are made, may require more than a single three-ring binder. In such instance, multiple binders shall be labeled on the spine and on the cover with "Volume No. 1", "Volume No. 2", etc.
- D. Whether in one or more binder(s) the contents shall be clearly identified on a Table of Contents page at the beginning of each binder. (See Example following this Section)
- E. Extra stock materials, specified to be furnished, or remaining as unused portions of packages, may be submitted directly to a designated representative of the Owner with the concurrence of the Architect and Owner. In such instance, the closeout submittals shall contain a written statement as to the disposition of such materials.
- F. Spare parts for equipment, specified to be furnished, or supplied with the equipment, may be submitted directly to a designated representative of the Owner with the concurrence of the Architect and Owner. In such instance, the closeout submittals shall contain a written statement as to the disposition of the spare parts.

1.03 SUBMITTALS REQUIRED

- A. Submittals shall contain documents designated and in the order as follows:
 - 1. List of major subcontractors and suppliers.(See Example)
 - 2. Release of Liens.
 - 3. Certificate of Continuance of Insurance.(See General Conditions 9.10.2)
 - 4. Consent of Surety.(See General Conditions 9.10.2)
 - 5. Affidavit of Compliance with Prevailing Wage law (if applicable).
 - 6. Project Warranty: A written warranty as specified in Section 01 10 00 See Example)
 - 7. Product Warranties: Written warranties for the various products or systems as specified in each applicable Section of the Specifications.
 - 8. Product/System Bonds: Written bonds for the various products or systems as required by each applicable Section of the Specifications.
 - 9. Preventative Maintenance Instructions: Written, step-by-step instructions for maintaining installed products, systems, and equipment. Include, where applicable, trouble shooting guidance for malfunctions of

equipment. Include a statement that maintenance instructions and training have been given to representative(s) of the Owner (including names and dates), when required by the Specifications for material, systems, and equipment.

10. Maintenance Data: Written or tabular data recorded during or after installation (such as start-up reports, test, and air-balance reports) that will be needed to maintain proper operation and maintenance of systems and equipment.
11. Maintenance Contracts: Written maintenance agreements issued by the installer of products that are required to be maintained by the installer for a specified period after substantial completion. (Example: Plant Material.)
12. Operation Data: Written instructions and data covering the proper operation of equipment, furnished by the manufacturer(s) of such equipment. Include, where applicable, trouble shooting guidance for malfunctions of equipment. Include a statement that operation instructions and training have been given to representative(s) of the Owner (including names and dates), when required by the Specifications for systems and equipment.
13. Such special submittal(s) as may be required by the specifications (such as information on sustainable materials.)
14. Statements as to disposition of extra stock and spare parts as specified in 1.02, E. and F. above.

END OF SECTION

EXAMPLE TABLE OF CONTENTS

- Major Subcontractor / Supplier Listing
- Release of Liens
- Consent of Surety
- Affidavit of Compliance with Prevailing Wage Law
- Warranties
- HVAC Operations and Maintenance Manuals
- HVAC Test and Balance Report
- Plumbing Operation and Maintenance Manuals
- Electrical Operation and Maintenance Manuals
- Miscellaneous Operations and Maintenance Manuals (Athletic Equipment, Bleachers, Special Coatings, Kitchen Equipment, etc.)

EXAMPLE MAJOR SUBCONTRACTORS AND SUPPLIERS
FOR
PROJECT NAME
CITY, STATE

SUBCONTRACTOR
ADDRESS
TELEPHONE
FAX
E-MAIL
CONTACT PERSON

Aluminum Doors & Frames, Aluminum
Windows, Glass & Glazing

SUBCONTRACTOR
ADDRESS
TELEPHONE
FAX
E-MAIL
CONTACT PERSON

Metal Studs and Drywall

SUBCONTRACTOR
ADDRESS
TELEPHONE
FAX
E-MAIL
CONTACT PERSON

Masonry

SUBCONTRACTOR
ADDRESS
TELEPHONE
FAX
E-MAIL
CONTACT PERSON

Structural Steel

SUBCONTRACTOR
ADDRESS
TELEPHONE
FAX
E-MAIL
CONTACT PERSON

HVAC

EXAMPLE WARRANTY

XYZ CONSTRUCTION COMPANY, INC.

Address
Telephone
Fax

WARRANTY

Owner Name
Address

Re: Project Name & Project Number

XYZ Construction Company, a (STATE) Corporation, shall and hereby does warrant the work done on the above project to be free from defects of materials and workmanship for a period of one year from the date of substantial completion (MONTH/DAY/YEAR) and shall repair and refinish any defect occurring within this period without further cost to the Owner, provided such notice is given immediately upon discovery of the defect.

This warranty does not cover any damage caused by an Act of God: earthquakes, floods, or any differential of interior temperature of thirty degrees or more in any twelve hour period. It does not cover any damage caused directly or indirectly by fire, riot, malicious vandalism, or similar acts.

This warranty does not apply to work which has been abused or neglected by the Owner.

XYZ CONSTRUCTION COMPANY

Signature _____
NAME
TITLE

DIVISION 2 SITE WORK
SECTION 02 41 00 DEMOLITION

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Demolition:
 - 1. Perform all the site and building demolition as called for or indicated on the drawings and as required to complete the work.
 - 2. The Contractor shall exercise every possible care to avoid damage of existing paving, curbs and gutters, trees, buildings and other features to remain after the demolition process.
 - 3. The Contractor shall establish means as required for protection of adjacent features from effects of dust and debris in the areas of the demolition and construction process.
 - 4. If existing structures, equipment, and/or systems which are to remain are rendered unusable by negligence, the Contractor shall replace the same with items of equal quality at his expense.
 - 5. The site and adjacent areas shall be policed and debris from demolition removed daily.
 - 6. Barriers shall be erected in accordance with all local, state, and federal safety regulations for protection of personnel where demolition and construction is being carried on.
- B. Salvage:
 - 1. Owner to have first right of refusal of all salvageable materials. All salvageable materials not claimed by Owner, or not to be reused shall become the property of the Contractor, except as noted on the Drawings.
 - 2. Remove all refuse and waste to an approved disposal site.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 REMOVAL

- A. Remove all items indicated on Drawings and as required to prepare for the new construction.
 - 1. Haul away and dispose of removed materials at a disposal site approved by regulatory agencies.

3.02 PROPERTY PROTECTION

- A. Provide all shoring, bracing, temporary construction, and barricades which are necessary to support adjoining soil, streets, walks, buildings, and other features to remain.
- B. Protect demolition and storage area. Post with "No Trespassing" signs. Keep unauthorized persons out of demolition and storage areas.
- C. Protect adjacent buildings and property from damage. Repair damage occurring to adjacent buildings and property due to Contractor's operations without expense to the Owner.

END OF SECTION

DIVISION 3 CONCRETE
SECTION 03 30 00 CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 WORK INCLUDED

- A. Furnish all material, equipment, transportation and facilities, and perform all labor necessary for the following:
 - 1. Cast-in-place concrete.
 - 2. Finish and curing of concrete.
 - 3. Concrete mix designs.
- B. Related Sections:
 - 1. Section 32 16 00 - Curb & Gutter, Sidewalks, and Exterior Concrete Slabs.

1.03 TESTING

- A. The Contractor shall employ the services of a qualified testing agency and laboratory to perform testing of concrete as required in these Specifications.
- B. The Contractor shall give timely notice to the testing agency prior to ordering the delivery of any concrete so that the testing agency can schedule the presence of testing personnel for sampling and testing.

1.04 SUBMITTALS

- A. Submit two (2) copies of laboratory trial mix designs proposed in accordance with Method 1 ACI 301, or one (1) copy each of five (5) consecutive test results and the mix design used from a record of past performance in accordance with ACI 301 Method 2.
 - 1. Selection of Proportions: Proportions of ingredients for concrete mixes shall be determined and/or certified by an independent testing laboratory in accordance with the requirements of the ACI Standard "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI 318).
 - 2. All concrete mix designs shall include the following information:
 - a. Proportions of cement, fine and coarse aggregates and water.
 - b. Water-cement ratio, design compressive strength, slump and air content.
 - c. Type of cement and aggregates.
 - d. Type and dosage of all admixtures.
 - e. Special requirements for pumping.
 - f. Range of ambient temperature and humidity for which the design is valid.
 - g. Any special characteristics of the mix which require precautions in the mixing, placing, or finishing techniques to achieve the finished product specified.
 - 3. The testing laboratory providing concrete mix designs shall be selected by the Contractor, and paid for by the Contractor.
- B. Submit manufacturer's data showing compliance with specifications for the following products:
 - 1. Curing compounds
 - 2. Admixtures
- C. Submit a sample ready-mixed concrete delivery ticket in accordance with requirements of ASTM C 94.

PART 2 PRODUCTS

2.01 CONCRETE MATERIALS

- A. All materials shall be so delivered, stored and handled, as to prevent the inclusion of foreign materials and damage of materials by water or breakage. All materials shall be clean and processed from reliable sources.

Contractor (or supplier in the case of using ready-mixed concrete) shall submit to the Architect a mix proportion certification for approval before placing of any concrete. Contractor shall acknowledge the requirement of the use of curing compound as specified and its availability before placing of any floor slabs.

- B. Portland Cement: Portland cement shall conform to the Standard Specifications of the ASTM C 150, Type 1, latest edition. Cement produced by the same mill shall be used throughout the project. One sack of cement shall be considered as one cubic foot of volume or 94 pounds by weight.
- C. Fine Aggregate (Sand): Fine aggregate shall consist of sand having clean, hard, durable, uncoated grains, free from deleterious substances and conforming to ASTM C 33.
- D. Coarse Aggregate: Coarse aggregate shall consist of crushed limestone, or other approved inert materials with similar characteristics having clean, hard, durable, uncoated particles, free from deleterious matter and conforming to ASTM C 33, Size 67.
- E. Mixing Water: Mixing water shall be clean and free from oil, acid, and injurious amounts of vegetable matter, alkalies, and other impurities. Preferably, City water shall be used for concrete mix.
- F. Air-Entraining Admixture: Master Builders MB-AE10 or approved equal, conforming to ASTM C 260. All exterior concrete subject to exposure shall be air-entrained. Total air content required shall be between five (5) percent and seven (7) percent.
- G. Water Reducing Admixture: Master Builders Pozzoloth 322-N or approved equal containing no calcium chloride. (ASTM C 494 Type A) (See Cold Weather Requirements. For temperatures between 30 degrees and 40 degrees use Accelerating Pozzoloth NC534. The use of calcium chloride in the concrete is prohibited.)

2.02 MIX PROPORTIONS

- A. Portland Cement: 5½ sacks per cubic yard (minimum) for all concrete.
- B. Pozzoloth: 3 to 6 fluid ounces per 100 lbs. of cement.
- C. Water: as required not to exceed slump requirement.
- D. Strength:
 - 1. For curb & gutter, sidewalks and for other exterior flatwork refer to Section 32 16 00.
- E. Moisture found in aggregates shall be taken into consideration. Moisture in the aggregate shall be measured in accordance with ASTM C 566. The methods of measuring concrete aggregates shall be such that the proportions can be accurately controlled and easily checked at any time during the work. Measurements and materials for ready mixed concrete shall conform with the Standard Specifications of the ASTM C 94, latest edition.

2.03 WORKABILITY

- A. The mixture shall produce a concrete that can be worked readily into corners and angles of forms and around reinforcement without excessive spading or separation of materials. In no case shall more than one part of fine aggregate be used to one part of coarse aggregate nor shall amount of coarse aggregate be such as to produce harshness in placing, or honeycombing in the structure. The standard slump test (ASTM C 143) shall be used to check the workability of each batch of concrete. The maximum slump allowable shall be as indicated on the Drawings. The maximum slump allowable for pavement shall be 4 inches. The Architect may allow or order variations from this amount as required by specific conditions of the job.

2.04 MIXING

- A. Concrete shall be mixed in a truck mixer until there is a uniform distribution of materials. The entire contents of the drum shall be discharged before recharging. The volume of the mixed material per batch shall not exceed the manufacturer's rated capacity of the mixer. The mixer shall be operated at not greater than twenty r.p.m. Mixing shall continue for at least one and one-half minutes after all the ingredients are in the mixer. The delivery ticket for each load of concrete shall state the proportions of each material in the mix for that load.

- B. Concrete transported in a truck mixer, agitator, or other transportation device, shall be discharged at the job and placed in its final position in the forms within one and one-half hours after the introduction of the mixing water to the cement and aggregate, or the cement to the aggregate, except that in hot weather or under other conditions contributing to quick stiffening of the concrete, the maximum allowable time may be reduced by the Architect.
- C. Retempering of concrete which has partially hardened, that is, remixing with or without additional aggregate, cement or water, will not be permitted.

2.05 REINFORCEMENT

- A. Reinforcing steel shall be manufactured from new billet steel of 60,000 psi yield strength and shall conform to ASTM A 615. Wire mesh fabric shall conform to ASTM A 185.

2.06 FORMS

- A. Forms shall be true and rigid and built to line, shape and grade shown on the plans. They shall be made of sound and reasonably smooth lumber, plywood, or steel. Joints shall be mortar tight and forms shall be tied and braced to prevent any bulging or deflection during concreting. Cut cleanouts at bottom as required for removal of sawdust and debris.
 - 1. Plywood: PS 1, sound, undamaged sheets with straight edges.
 - 2. Lumber: Construction grade.
 - 3. Steel: Minimum 16 gage sheet, well matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished surfaces.
 - 4. Carton Forms: Moisture resistant treated paper faces, biodegradable, structurally sufficient to support weight of wet concrete until initial set.
 - 5. Form Release Agent: Colorless mineral oil which will not stain concrete.
- B. Before reusing forms, or when using second-hand lumber for forms, they shall be cleaned and all nails removed therefrom. Immediately before erecting formwork, all forms shall be thoroughly cleaned of all dirt, debris and foreign matter, and a light coating of form release agent applied.

2.07 INSULATION NOT USED

2.08 VAPOR BARRIER UNDER SLAB-ON-GRADE NOT USED

2.09 WATERSTOP NOT USED

2.10 EPOXY BONDING AGENT (ASTM C 881)

- A. Conesive Liquid (LPL) by Master Builders Technologies; San Carlos, California (800) 227-8464.
- B. EVA-POX Epoxy Paste No. 22 by E-poxy Industries, Inc.; Ravena, New York (800) 833-3400.
- C. Uniweld by Permagile Industries, Inc.; Plainview, New York (800) 645-7546.
- D. Substitutions: Similar product by other manufacturers. Submit name, compressive strength and tensile strength for acceptance.

2.11 PREMOLDED JOINT FILLER

- A. Non-extruding resilient type conforming to ASTM D 1752, Type I or Type III. For sealant and backer material over premolded joint filler refer to Section 07 92 00.

2.12 CHEMICAL CURE FOR SLABS

- A. Non-residual compound designed and certified to be compatible with finish flooring:

1. Dress & Seal by L&M Construction Chemicals, Inc.; Omaha, Nebraska (800) 362-3331.
2. Kure-N-Seal by Sonneborn Building Products; Minneapolis, Minnesota (800) 433-9517.

2.13 MOISTURE CURE

- A. Water: Potable.
- B. Moisture-retaining Coverings: Burlap, cotton mats, or other moisture-retaining fabrics; AASHTO M 182, ASTM C 171, or AASHTO M 73. Provide burlap free of sizing. Rinse thoroughly in caustic soda to remove soluble substances and make burlap more absorbent.

2.14 WATERSTOP (SWELLABLE) NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that the sub-grade is compacted and prepared for concrete.

3.02 PREPARATION

- A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's instructions. Do not apply bonding agent at slab-on-grade construction joints.

3.03 PLACING REINFORCEMENT

- A. In slabs on grade and elevated slabs, position welded wire fabric or reinforcement bar 2" above bottom of slab. During concrete placement operations, assign one man to keep fabric properly positioned and during this time "he shall do nothing else". Reinforce such slabs with wire mesh fabric of the sizes indicated on the Drawings. For all exterior stoops, walks, curbs, and exterior slabs, refer to Drawings.
- B. All reinforcement shall be unpainted, uncoated, clean and free of rust or scale before being placed.
- C. Placement of reinforcing shall be approved by the Architect and/or Engineer before concrete is placed.

3.04 PREPARATION FOR PLACING CONCRETE

- A. Preparation: Equipment for chuting, pumping, and pneumatically conveying concrete shall be of such size and design as to assure a practically continuous flow of concrete at the delivery end without separation of the materials, and all of the details thereof shall be submitted to Architect for approval in advance of the use of such equipment. The use of gravity-flow or aluminum chutes or conveyors for transporting concrete horizontally will not be permitted. Where placing of structural concrete by pumping methods are required comply with ACI 304.2R "Placing Concrete By Pumping Methods".
- B. Inserts: Give the various trades and subcontractors ample notification and opportunity to install anchors, nailers, pipes, conduits, boxes, stair nosings, pipe bollards, inserts, thimbles, sleeves, frames, vents, wires, supports, or other items required to be built into the concrete by the provisions of the Drawings or of the Specifications governing the work of such trades and subcontractors, or as may be necessary for the proper execution of their work. Obtain suitable templates or instruction for the installation of such items as are not required to be actually placed in the forms by the affected trades or subcontractors themselves.
- C. Contractor shall provide access for delivery and provide sufficient equipment and manpower to rapidly place all concrete.
 1. All work shall be in accordance with ACI 304-83 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete".
 2. Formwork shall have been completed; snow, ice, water, and debris shall have been removed from within forms.
 3. Expansion joint material, anchors, and all embedded items shall have been positioned.
 4. Subgrades shall be sprinkled sufficiently to eliminate water loss from the concrete.

3.05 DEPOSITING CONCRETE

- A. General: Place concrete in reasonably uniform layers, approximately horizontal, 12 to 18 inches thick exercising care to avoid vertical joints or inclined planes. The piling up of concrete in the forms, in such manner as to cause the separation or loss of any of its ingredients, will not be permitted. Concrete which has partially set or hardened shall not, under any circumstances, be deposited in the work. Place concrete in the forms as nearly in its final position as is practical to avoid rehandling. Exercise special care to prevent splashing the forms or reinforcement with concrete. Remove any hardened or partially hardened concrete which has accumulated on the forms or reinforcement before the work proceeds. Do not place concrete on previously deposited concrete which has hardened sufficiently to cause the formation of seams or planes of weakness within the respective member or section, except as hereinafter specified. Do not permit concrete to drop freely any distance greater than four feet (4'-0"). Where longer drops are necessary use a chute, tremie, or other approved conveyance to assist the concrete into place without separation. Do not place directly into any excavations where water is standing. If the place of deposit cannot be successfully pumped dry, place through a tremie with its outlet end near the bottom of the place of deposit.
- B. Slump: Concrete shall not be placed when its plasticity, as measured by slump test, is outside the limits shown on the Drawings.
- C. Concrete shall not be placed on frozen ground.
- D. Thoroughly wet all forms and contact surfaces before placing concrete. For pavement the base shall be thoroughly wetted prior to placing concrete and kept moist at all times during the placing operation. If a situation arises such that the base is allowed to dry out, it shall be rewetted before placement is allowed to continue.
- E. Conveying Concrete: Convey concrete from the mixer to the place of final deposit by methods which will prevent the separation or loss of the ingredients. Concrete to be conveyed by pumping will require approval of Architect for each class of concrete specified before being used.

3.06 FINISHING

- A. For all surfaces covered in final construction or below grade, the ties shall be broken off and all voids shall be grouted.
- B. For vertical surfaces exposed to view all ties shall be broken off, all voids grouted, all fins, joints, ridges, and form defects carefully removed. Surfaces shall be rubbed with cement or abrasive bricks and water within 24 hours after removal of forms, and a general uniform appearance attained.
- C. Interior slabs shall be floated to a uniform level surface with a uniform slope to drains, as shown on the Drawings. Final finish for building floors shall be hard steel trowel finish giving a hard, dense, smooth surface. If sufficient fines cannot be worked up from base slab, the Contractor may apply a dry mix of cement and sand passing a No. 16 sieve and mixed in the ratio of 1:2½ by volume. Compact and work surface mix into base course. The surface mix shall never be added as a "drier" to absorb excess surface water.
- D. Monolithic Slab Finishes:
 - 1. Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed to view and surfaces to be covered with resilient flooring, carpet, thin set ceramic tile, paint, or other thin film finish coating system.
 - a. After floating, begin first trowel finish operation using power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with surface leveled to tolerances of Ff 20 - Fl 17.
 - 2. Finish: Apply nonslip broom finish to exterior concrete sidewalks, stairs, landings, ramps, and elsewhere as indicated.

- a. Immediately after light steel trowel finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
- E. As soon as floor will bear weight after final troweling, sweep clean of any dirt and soil.
 - 1. Apply two (2) coats of chemical curing compound in strict accordance with manufacturer's instructions, except where finish floor will be thin-set terrazzo or seamless troweled flooring.
 - 2. Preferred cure for floors where terrazzo finish or seamless troweled flooring will be applied is moisture cure. Cover floor with burlap or cotton mats and maintain continuously moist by misting spray for a minimum of seven days after concrete is placed.

3.07 CURING AND REMOVAL OF FORMS

- A. After placement, exposed concrete not covered by forms shall be moist cured. After forms are removed, exposed concrete surfaces shall be moist cured for an additional time to total seven (7) days since the placement of the concrete.
- B. Concrete shall be cured at a temperature within the range of 50°F., to 100°F. For cold weather and hot weather requirements, see articles so titled below.
- C. Forms shall remain undisturbed until the concrete has gained sufficient strength to sustain its own weight and any temporary or permanent load that may be placed on it during the building of the structure. For pavement, forms may be removed as soon as the concrete has hardened sufficiently to resist damage from removal operations, but not sooner than 24 hours from cessation of concrete placement. In no case shall forms for other concrete items be removed in less than three (3) days after placing concrete.

3.08 REQUIREMENTS FOR COLD WEATHER

- A. No concrete shall be placed on iced or frozen subgrade. No concreting will be permitted in temperatures below 32°F. Do not use frozen materials containing ice or snow. Ascertain that forms, reinforcing steel, and adjacent concrete surfaces are entirely free of frost, snow, and ice and temperature of these materials is above 32°F before placing concrete.
- B. Comply with the following for minimum temperature of concrete delivered to jobsite:
 - 1. Air temperature 32-45°F: Concrete temperature 60°F minimum.
 - 2. Maximum concrete temperature: Not to exceed the minimum required temperature by more than 10°F.
- C. Combine water heated to above 100°F with aggregates before cement is added. Do not add cement to water or aggregates having temperature greater than 100°F.
- D. When temperatures of 40°F or lower occur during the placing and curing of concrete, maintain temperature of concrete at not less than 55°F for at least three (3) days.
 - 1. Make arrangements before placement to maintain required temperature without damage from excessive heat.
 - 2. Do not use combustion heaters during first 48 hours without precautions to prevent exposure of concrete to exhaust gases containing carbon dioxide and carbon monoxide.
 - 3. Provide temporary housings or coverings including tarpaulins or plastic film. Keep protection in place and intact at least 24 hours after artificial heat is discontinued.
 - 4. Avoid rapid dry-out of concrete due to overheating, and avoid thermal shock due to sudden cooling or heating.
- E. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with the requirements of ACI 306R and as herein specified.
- F. No admixtures shall be used except with approval of the Architect. For temperatures between 32°F and 40°F, use Master Builders Accelerating Pozzolite NC 534.
 - 1. Mix proportions shall be as follows:
 - a. 32-40°F 24-32 oz. per 100 lbs. of cement

- G. The use of salts, chemicals, or other foreign materials in the concrete mix to lower the freezing point is prohibited.

3.09 REQUIREMENTS FOR HOT WEATHER

- A. When hot weather conditions exist that would seriously impair the quality and strength of concrete, place concrete in compliance with ACI 305R and as herein specified.
- B. Temperature of concrete at time of placing: Not to exceed 90°F. Maintain an accurate reading thermometer at the job site to check temperature of concrete. Reject concrete before placing if temperature of concrete exceeds 90°F.
- C. Execute special precautions to protect fresh concrete before and during finishing when the rate of evaporation of surface moisture from concrete exceeds 0.2 pounds per square foot per hour. Determine rate of evaporation in accordance with ACI 305R. Provide special precautions as required:
 - 1. Cool ingredients before mixing to reduce concrete temperature at time of placement. Mixing water may be chilled, or chopped ice may be used to control the temperature provided the water equivalent of the ice is calculated to the total amount of mixing water.
 - 2. Dampen subgrade and forms.
 - 3. Cover reinforcing steel with water-soaked burlap so the steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.

3.10 EXTERIOR AND INTERIOR CONTROL JOINTS

- A. Saw concrete slab within 12 hours after placing. Saw joints shall be 1/5 of the total slab thickness in depth for building floor slabs.
- B. Joints for slabs shall be where shown on Drawings.

3.11 TESTING

- A. Testing shall include unconfined compression test of molded concrete cylinders, slump tests, air content tests (where air-entrainment is required) and fresh concrete temperature tests.
 - 1. Testing for Building: Concrete shall be sampled, cured and tested for compressive strength in accordance with ASTM C 31, ASTM C 39 AND ASTM C 172. Compressive tests shall be prepared in sets of three (3) cylinders for each test. Specimens for each set shall be obtained at regularly spaced intervals during discharge of the middle half of a load from a stationary mixer or truck. A minimum of one (1) set shall be taken for each 1000 square feet of surface for slabs or walls. Not less than one (1) set shall be taken per 40 cubic yards of concrete nor less than one (1) set shall be taken for each foundation or structure except when placing a number of items each smaller than 10 cubic yards, in this case one (1) set per 10 cubic yards shall suffice.
 - 2. All cylinders must be immediately stored adjacent to pour under similar atmospheric conditions, under wet sand, burlap, or polyethylene for approximately 24 hours after preparation. Avoid any impact during this time period.
 - a. After initial storage the cylinders (still in their molds) shall be packed in sealed polyethylene bags, wet sand or other resilient materials and delivered to the testing laboratory.
 - b. The testing laboratory shall moist-cure the cylinders until they are tested.
 - 3. Test for Slump, Air Content and Temperature:
 - a. Slump test shall be taken for each set of test cylinders as well as from each load from a stationary mixer or truck to test consistency of concrete. Tests shall be in accordance with ASTM C 143 and ASTM C 172.
 - b. The acceptance test for air content of air-entrained concrete shall be made regularly in accordance with ASTM C 173.
 - c. The temperature of the fresh concrete from each set of cylinders shall be recorded.
 - 4. Test Cylinder Identification: Test cylinder sets shall be dated and numbered consecutively. Each cylinder of each set shall be given an identifying letter (A, B, C). In areas such as floor slabs and

foundations, a sketch shall be prepared to identify pour locations. The following data shall be recorded to the cylinder mold at the time the cylinders are prepared and shall be included in the test report:

- a. Test cylinder number and letter.
 - b. All foundations or structures covered by this test.
 - c. Proportions of concrete mix or mix identification.
 - d. Maximum size coarse aggregate.
 - e. Specified compressive strength.
 - f. Slump, air content (where applicable) and fresh concrete temperature.
 - g. Date placed and time placed.
 - h. Ambient temperature at time of placement
 - i. Name of inspector making cylinders.
5. Test Cylinder Results: Specimens shall be tested in accordance with Standard Method of Test for Compressive Strength of Molded Concrete Cylinders (ASTM C 39).
- a. Cylinder A at seven (7) days. The result should be at least 60% of the specified 28 day compressive strength.
 - b. Cylinder B at 28 days.
 - c. Cylinder C shall not be tested but shall be kept in reserve for possible testing at a later date, not to exceed 60 days.
 - d. A report of test results shall be furnished directly to the Architect/Engineer.

END OF SECTION

DIVISION 6 WOOD AND PLASTICS
SECTION 06 10 00 ROUGH CARPENTRY

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Rough carpentry includes blocking, nailers, framing, furring, and other wood items required for support and attachment of other construction materials.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Framing lumber:
- | <u>Use</u> | <u>Grade</u> | <u>Species</u> |
|-------------------------------------|--------------|----------------|
| Studs, Joist & Plates | No. 2 | Southern Pine |
| Other Blocking,
Nailers, Furring | Utility | Any Species |
- B. Blocking and nailers in contact with block, concrete, roof deck, or roof membrane shall be treated to prevent decay and meet AWPA Standard C2 and ASTM E 84. Lumber shall be grade stamped and bear AWPA mark.
- C. Lumber and Boards: Sound, kiln-dried to 19% moisture content, maximum, well manufactured and free from warp that cannot be corrected by bridging or nailing. Unless otherwise indicated, furnish dressed wood for exposed-to-view work and S4S for concealed work.
- D. Grade and trade mark each piece of lumber (or each bundle). (Not required if each shipment is accompanied by certificate of inspection issued by grading association.)
- E. Plywood: U.S. Product Standard PS 1; size and grade as indicated or as appropriate for the use.
- F. Nails, spikes, bolts, washers, nuts, screws, gun-driven pins, and other anchors and accessories indicated or required to secure all items. Fasteners for use with preservative treated wood shall have coatings or be of a corrosion resistant material that will provide long-term protection from the corrosive effect of the preservative.

PART 3 EXECUTION

3.01 FRAMING

- A. Frame openings required by other trades.
- B. Add nailers, blocking, and furring as necessary to secure finish materials and fixtures.
- C. Unless indicated, cut all members square and erect in full bearing; nail, screw or otherwise rigidly secure.

END OF SECTION

SECTION 06 62 00 GLASS FIBER REINFORCED PLASTIC PANELS

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. This Section includes furnishing and installing:
 - 1. Fiberglass reinforced panels (FRP) for wall finish.
 - 2. Division bars, caps, and corner moldings at panel edges.

1.03 SUBMITTALS

- A. Shop Drawings: Submit shop drawings indicating dimensions, materials, fastenings, and interface with other materials.
- B. Samples: Submit samples of panels and moldings for color selection.

PART 2 PRODUCTS

2.01 PANELS

- A. Structoglas as manufactured by Sequentia, Inc.; Cleveland, OH., Marlite, or approved equal a glass fiber laminate consisting of a uniform mat of randomly oriented glass fibers embedded in an organic resin.
 - 1. Resin Mix: Fire retardant polyester copolymer and inorganic fillers and pigments.
 - 2. Finish: Pebbled embossed finish acceptable to USDA.
 - 3. Tolerances:
 - a. Thickness, $\pm 10\%$
 - b. Width, $\pm 1/8$ inch
 - c. Length, $\pm 1/8$ inch up to 12 feet
 - d. Squareness, not more than $1/8$ inch out of square up to 12 feet.
 - 4. Physical Properties:

Property	Minimum Value	Test Method
Flexural Strength	8,830 psi	ASTM D 790
Tensile Strength	5,700 psi	ASTM D 638
Impact Strength	7.7 ft. lbs/in	ASTM D 256
Barcol Hardness	30	ASTM D 2583
Water Absorption (% 24 hrs @ 77° F)	0.16%	ASTM D 570
Flame Spread	Class A	ASTM E 84/UL-723
Smoke Development	400	ASTM E 84/UL-723

2.02 TRIM AND MOLDINGS

- A. Trim and moldings shall match the panels in color and be of a compatible plastic material.

2.03 ADHESIVE

- A. As recommended by the manufacturer of the panels.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine surfaces and conditions under which work of the Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed with installation until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- A. Install panels in accordance with manufacturer's instructions.

- B. Attachment to substrate shall be by adhesive.
- C. Where it is necessary to use mechanical fasteners they shall be applied only in concealed areas, such as above suspended ceilings or behind base material.

3.03 PROTECTION

- A. Protect panels and trim from damage until acceptance by Owner.
- B. Repair defective or damaged work or replace work that cannot be repaired to Architect's satisfaction.

END OF SECTION

SECTION 07 84 00 FIRESTOPPING

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.
- B. Test standards for evaluating and rating the performance of firestop designs:
 - 1. ASTM E 814, Standard Method of Fire Tests of Through-Penetration Firestops.
 - 2. UL 1479, Fire Tests of Through-Penetration Firestops.
- C. Firestop design classification references:
 - 1. UL Fire Resistance Directory: Through-Penetration Firestop devices (XHCR) and Through-Penetration Firestop Systems (XHEZ).
 - 2. Factory Mutual Approval Guide.
 - 3. ULC List of Equipment and Materials, Vol. II.
 - 4. Other agencies or jurisdictional authorities which publish design performance or design evaluation services, e.g. CABO, BOCA, ICBO, SBCCI, Warnock Hersey, SwRI, shall be acceptable.

1.02 SCOPE OF WORK

- A. Perform all work required, and furnish all materials necessary to complete proper installation of firestops in fire rated walls and partitions, or fire rated floors, around penetrations of pipe, duct, cable, conduit and other electrical devices, or in blank openings, as indicated by the Drawings.
- B. Firestopping work shall be performed by a single installer or subcontractor to maintain consistency and accountability on the Project.

1.03 DEFINITIONS

- A. Fire Rated: Having the ability to withstand the effects of fire for a specified time period, as determined by qualified testing.
- B. Fire Rated Assembly: A floor, wall, or other partition able to withstand a design fire and hose stream test without failure.
- C. Fire Resistance Rating: The time, in hours, for which the rated assembly can withstand the effects of fire without burn-through or structural failure.
- D. Firestop: A means of sealing openings in fire rated assemblies to preserve or restore the fire resistance rating.
- E. Firestop System: The combination of materials and/or devices, including the penetrating items, required to make up a complete firestop.
- F. Penetrating Item: A pipe, duct, conduit, cable tray, cable, or other element passing through an opening in a fire rated assembly.

1.04 SUBMITTALS

- A. Submit manufacturer's technical data for each product which includes, at a minimum, product description, specification and storage requirements.
- B. Submit firestop design basis documents.
- C. Submit product installation procedures and requirements.
- D. Submit Materials Safety Data Sheets with product delivered to jobsite.

1.05 QUALITY ASSURANCE

- A. Workmanship:
 - 1. Installation shall conform to requirements of qualified design or manufacturer approved modification, as supported by engineering reports.
 - 2. Exposed surfaces of the firestop shall be finished to the standard of the adjacent faces of the partition being penetrated.

- B. Regulatory Requirements:
 - 1. Firestop systems shall be installed in all openings and around all penetrating elements or devices as required by these Specifications, and as required by applicable design, building and construction codes, subject to the interpretation of the authority having jurisdiction.
- C. Certification:
 - 1. The performance of the firestop designs shall have been demonstrated by third party testing in accordance with the applicable reference standards of Article 1.01. Evidence of third-party acceptance shall include labeling or listing by an acceptable agency.
 - 2. Manufactured assemblies and material formulations shall be prepared under a third party monitored Quality Control Program, e.g., UL Followup Service.
 - 3. Contractor shall certify compliance with the provisions of this Section.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the site in original unopened containers or bags bearing the name of the manufacturer, product name, type, grade and UL Classification Mark (or other acceptable approval or listing mark) where applicable.
- B. Coordinate delivery of materials with scheduled installation date to allow minimum storage time at jobsite.
- C. Storage of products shall comply with manufacturer's requirements for each product.
- D. Comply with recommended procedures, precautions or remedies described in Material Safety Data sheets as applicable.

1.07 SEQUENCING AND SCHEDULING

- A. Firestopping requirements may be created by other trades under related sections of the Project Specification. Contractor shall:
 - 1. Identify all locations requiring firestopping.
 - 2. Schedule installation of firestopping after completion of duct, piping, electrical runs, but prior to covering or concealing of openings or eliminating access thereto.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Nelson Firestop Products, a Unit of General Signal.
- B. 3M Fire Protection Products
- C. Hilti Firestop Products
- D. Tremco, Inc.

2.02 MATERIALS

- A. Firestop material shall be a ready to use, permanently pliable intumescent putty, or caulk.
- B. Material shall have not less than a 2 hour fire rating.
- C. Technical requirements:
 - 1. Designs selected for installation shall provide a fire resistance rating at least equal to the hourly resistance rating of the wall or partition into which the firestop design will be installed.
 - 2. Firestop systems and materials shall not require special tools for installation and shall not emit hazardous, combustible or irritating fumes during installation, curing or use.
 - 3. When more than one firestop design is applicable, individual product characteristics should be evaluated for secondary benefits in performance, e.g. environmental/water sealing, or ease of installation or modification.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that all penetrating elements and supporting devices have been installed and all temporary lines have been removed.

3.02 PREPARATION

- A. Provide drop cloths or other satisfactory covering for protection of adjacent areas in accordance with good work practices.
- B. Surfaces which will be in contact with penetration seal materials shall be clean and free of dust, dirt, grease, oil, loose materials, rust or other substances.

3.03 INSTALLATION

- A. Install penetration seal materials in accordance with design requirements and manufacturer's instructions.
- B. Follow design requirements pertaining to cable separation.
- C. Follow manufacturer's recommendations to obtain a smooth, professional finish.
- D. If forms or damming materials are installed, they shall be removed after the designated cure time unless the support materials used are of a fire resistant or noncombustible nature.

3.04 REPAIRS AND MODIFICATIONS

- A. Identify damaged or re-entered seals requiring repair or modification.
- B. Remove loose or damaged materials.
- C. If penetrating elements are to be added, remove enough material to insert new elements, being careful not to cause damage to the balance of the seal.
- D. Insure that surfaces to be sealed are clean and dry.
- E. Install materials in accordance with Article 3.03 as required. Use only materials approved by manufacturer as suitable for repair of original seal.

3.05 FIELD QUALITY CONTROL

- A. Examine penetration seals for proper installation, adhesion and curing as may be appropriate for the respective seal materials.
- B. Keep areas of work accessible and notify code authorities or designated inspectors of work released for inspection.
- C. Document completion and inspection as required.

3.06 CLEAN-UP

- A. Remove equipment, materials, and debris, leaving area in a clean, undamaged condition.

END OF SECTION

SECTION 07 92 00 JOINT SEALANTS

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Throughout the work, seal and caulk joints where shown on the Drawings and elsewhere as required to provide a positive barrier against passage of moisture and passage of air.
- B. Pre-Cast concrete wall shall be caulked full height of panel at both the interior and exterior face.

1.03 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.04 SUBMITTALS

- A. Materials list of items proposed to be provided under this Section;
- B. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
- C. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the work.
- D. Samples: Accompanying the submittal described above, submit Samples of each sealant, each backing material, each primer, and each bond breaker proposed to be used.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original packaging with labels intact.
- B. Handle and store products in a manner to prevent damage.
- C. Do not retain at the job site material which has exceeded the shelf life recommended by its manufacturer.

PART 2 PRODUCTS

2.01 SEALANTS

- A. Except as specifically otherwise approved by the Architect, use only the types of sealants specified.
- B. Application and Sealant Required:
 - 1. Concrete sidewalk joints: Sonneborn, Sonolastic SL1 (one-part self-leveling polyurethane) or SL2 (two-part polyurethane sealant for horizontal joint); or Tremco Vulkem 45 SSL (one-part polyurethane).
 - 2. Joints between surface applied reglets and umbrella flashings and other materials: Sonneborn, Sonolastic NP 1 (one part) polyurethane; or Tremco Vulkem 116 (one-part polyurethane).
 - 3. Control joints in masonry: Sonneborn, Sonolastic 150, one part silyl-terminated non-sag elastomeric sealant.
 - 4. Interior perimeter joints between metal and/or hollow metal door and window frames and adjacent materials, and other joints indicated by drawings for caulk: Sonneborn, Sonolac (acrylic latex caulk); or Tremco Tremflex 834 (acrylic latex caulk).
 - 5. Exterior joints between metal items or between metal and masonry: Sonneborn, Omniseal (silicone sealant); or Tremco Spectrem 2 (silicone sealant).
- C. Colors for each sealant installation will be selected by the Architect from standard colors normally available from the specified manufacturers.

1. In concealed installations, and in partially or fully exposed installations where so approved by Architect, use standard gray or black sealant.

2.02 PRIMERS

- A. Use only those primers which are non-staining, have been tested for durability on the surfaces to be sealed, and are specifically recommended for this installation by the manufacturer of the sealant used.

2.03 BACKER MATERIAL

- A. Use only those backer materials which are specifically recommended for this installation by the manufacturer of the sealant used, which are non-absorbent, and which are non-staining.
- B. Acceptable types include:
 1. Closed-cell resilient urethane or polyvinyl-chloride foam.
 2. Closed-cell polyethylene foam;
 3. Closed-cell sponge of vinyl or rubber;
 4. Polychloroprene tubes or beads;
 5. Polyisobutylene extrusions;
 6. Oil-less dry jute.

2.04 BOND-PREVENTATIVE MATERIALS

- A. Use only one of the following as best suited for the application, and as recommended by the manufacturer of the sealant used:
 1. Polyethylene tape, pressure-sensitive adhesive, with the adhesive required only to hold tape to the construction materials as indicated;
 2. Aluminum foil complying with MIL-A-148E;
 3. Wax paper complying with Fed Spec UU-P-270.

2.05 MASKING TAPE

- A. For masking around joints, provide masking tape complying with Fed Spec UU-T-106c.

2.06 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Concrete and masonry surfaces:
 1. Install only on surfaces which are dry, sound, and well brushed, wiping free from dust.
 2. At open joints, remove dust by mechanically blown compressed air if so required.
 3. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
 4. Where surfaces have been treated, remove the surface treatment by sandblasting or wire brushing.
 5. Remove laitance and mortar from joint cavities.
 6. Where backup is required, insert the approved backer material into the joint cavity to the depth needed.
- B. Steel surfaces:

1. Steel surfaces in contact with sealant:
 - a. Sandblast as required to achieve acceptable surface for bond.
 - b. If sandblasting is not practical, or would damage adjacent finish, scrape the metal or wire brush to remove mill scale.
 - c. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
 2. Remove protective coatings on steel by sandblasting or by using a solvent which leaves no residue.
- C. Aluminum surfaces:
1. Aluminum surfaces in contact with sealant:
 - a. Remove temporary protective coatings, dirt, oil and grease.
 - b. When masking tape is used for protective cover, apply the tape just prior to applying the sealant.
 2. Use only such solvents to remove protective coatings as are recommended for that purpose by the manufacturer of the aluminum work, and which are non-staining.

3.03 INSTALLATION OF BACKER MATERIAL

- A. Use only the backer material recommended by the manufacturer of the sealant used for the particular installation, compressing the backer material 25% to 50% to achieve a positive and secure fit.
- B. When using backer of tube or rod stock, avoid lengthwise stretching of the material. Do not twist or braid hose or rod backer stock.

3.04 PRIMING

- A. Use only the primer recommended by the manufacturer of the sealant for the particular installation, applying in strict accordance with the manufacturer's recommendations as approved by the Architect.

3.05 BOND-BREAKER INSTALLATION

- A. Install an approved bond-breaker where recommended by the manufacturer of the sealant adhering strictly to the installation recommendations as approved by the Architect.

3.06 INSTALLATION OF SEALANTS

- A. Prior to start of installation in each joint, verify the joint type according to details on the Drawings, or as otherwise directed by the Architect, and verify that the required proportion of width of joint to depth of joint has been secured.
- B. Equipment:
 1. Apply sealant under pressure with power-actuated or hand gun, or by other appropriate means.
 2. Use guns with nozzle of proper size, and providing sufficient pressure to completely fill the joints as designed.
- C. Thoroughly and completely mask joints where the appearance of sealant on adjacent surfaces would be objectionable.
- D. Install the sealant in strict accordance with the manufacturer's recommendations thoroughly filling joints to the recommended depth.
- E. Tool joints to the profile shown on the Drawings, or as otherwise required if such profiles are not shown on the Drawings.

3.07 CLEANING UP

- A. Remove masking tape immediately after joints have been tooled.
- B. Clean adjacent surfaces free from sealant as the installation progresses, using solvent or cleaning agent recommended by the manufacturer of the sealant used.

END OF SECTION

DIVISION 9 FINISHES
SECTION 09 21 16 GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Furnish and install gypsum drywall assemblies for interior finishing and related items required to complete the work indicated on the Drawings and herein specified, or both.
- B. For steel studs and accessories refer to Section 05 40 00.

1.03 SUBMITTALS

- A. Submit a one foot long sample of each casing bead, "L" bead, expansion joint, bull nose corner bead, and corner bead for approval.
- B. Submit manufacturer's data for each type of gypsum board.

1.04 QUALITY ASSURANCE

- A. The Contractor shall coordinate the work between the trades to insure compliance with the Specifications, and to permit orderly and expeditious procedure in executing the work.
- B. Workmanship: Installation and taping of drywall interior finish shall be done by qualified mechanics experienced in this craft and capable of rendering a satisfactory installation in every respect.
- C. Temperature Requirements:
 - 1. If gypsum wall board is installed in the winter, heat not less than 60° F shall be maintained in the structures at all times.
 - 2. Temperature shall be maintained during installation of board as well as during the taping process.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original packages or bundles with name of manufacturer, type of material, and sizes clearly marked on the packaging and containers.
- B. Store materials above the ground, protected from the weather.

PART 2 PRODUCTS

2.01 MATERIALS

- A. In exposed locations wall board shall be fire-rated type X panels 5/8 inch thick x 48 inches wide as manufactured by U.S. Gypsum Company, Temple-Inland Forest Products Corporation, National Gypsum Company, or approved equal.
- B. Gypsum wall board in locations above ceilings shall be fire rated type X in thickness as detailed on Drawings x 48 inches wide with tapered edges as manufactured by U.S. Gypsum Company, Temple-Inland Forest Products Corporation, National Gypsum Company, or approved equal.
- C. Tape shall be cross-fibered, with chamfered edges feather thin, as recommended by the gypsum wall board manufacturer.
- D. Joint cement and topping cement shall be that approved product manufactured by, and recommended by, the gypsum wall board manufacturer.
- E. Fasteners: U. S. G. Type S Bugle Head screws or approved equal.
- F. Adhesive for direct applications shall be per gypsum wall board manufacturer's recommendations.
- G. "MJ" casing beads, "L" beads, expansion joints, bull nose corner beads and corner beads shall be rigid PVC as manufactured by Alabama Metal Industries Corporation (800-366-2642) or approved equal.
- H. Control Joint: Roll formed zinc with perforated flanges USG #093 or approved equal.

PART 3 EXECUTION

3.01 EXAMINATION

- A. The Contractor shall examine the framing to which the gypsum board is to be applied. If any defects in alignment or blocking are noted which would not allow the installation of the gypsum board as set forth in the Specifications, the defects shall be corrected before the gypsum board installation is started. Commencement of work on the framing constitutes acceptance of the framing by the Contractor.

3.02 GYPSUM BOARD INSTALLATION

- A. To minimize end joints, use wall board of maximum practical length. End joints shall be staggered.
- B. Provide PVC edge trim where wall board edge abuts dissimilar material.
- C. All flat joints shall be reinforced with tape, cemented with joint cement and finished with topping cement as recommended by gypsum board manufacturer, to a smooth, invisible joint.
- D. Where joints are not exposed to view, all flat joints shall be reinforced with tape and cemented with joint cement (Fire Taped), or UL listed adhesive fire tape.
- E. All screws shall be slightly set and covered with topping cement so as to become invisible.
- F. Corners shall be constructed as follows unless otherwise shown on the Drawings.
 - 1. Inside corners shall be reinforced with tape folded to conform to adjoining surface to form straight true angle.
 - 2. Outside corners shall have PVC corner bead. PVC corner bead shall be concealed by at least two coats of compound.
- G. No cracked boards shall be accepted in any case. Boards with occasional marred surface or edge may be allowed, if in the judgment of the Architect, these boards can be patched with compound.
- H. After final coat of topping compound has dried, sand lightly to produce smooth finished surface. Final finish by spray application of a light orange peel texture in areas scheduled to be painted.
- I. All ends of gypsum wall board shall occur over studs, joists, furring channels, or other firm support.
- J. Do not exceed 1/8 inch in 8'-0" variation from plumb or level. Shim as required to comply with tolerances.
- K. Install control joints at junction of gypsum board partitions or other finish material. Install control joints in long runs of partitions, ceilings or soffets at approximately 30' on center.

3.03 CLEAN-UP

- A. At the completion of the work, all areas shall be left in a clean and neat manner with debris removed. All stains and other foreign matter shall be cleaned from floors, trim, walls, and ceiling. All areas shall be left ready for painting.

END OF SECTION

SECTION 09 30 00 TILE

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.
- B. American National Standards Institute (ANSI):
 - 1. ANSI A 108.5-1992 Ceramic Tile Installed with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
 - 2. ANSI A 108.10-1992 Installation of Grout in Tilework.
 - 3. ANSI A 118.4-1992 Latex-Portland Cement Mortar.
 - 4. ANSI A 118.6-1992 Ceramic Tile Grouts.
 - 5. ANSI A 137.1-1988 Ceramic Tile.
- C. Tile Council of America, Inc. (TCA): 1997 Handbook for Ceramic Tile Installation (35th Edition).

1.02 SUMMARY

- A. Furnish and install interior ceramic wall tile as indicated on the Drawings.
- B. Furnish and install ceramic floor tile and bases as indicated on the Drawings.
- C. Include materials for mortar bases, grout, and other necessary items for a complete installation.

1.03 SUBMITTALS

- A. Submit samples indicating all available colors for approval and color selection before placing orders for material.
- B. Submit a master grade certificate stating grade, kind of tile, identification marks for tile packages, name and location of project, and signature of authorized representative of the tile manufacturer.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store materials in manufacturer's original packaging with seals unbroken and labels intact.
- B. Immediately replace any broken, cracked or otherwise damaged tile with new material.

1.05 EXTRA MATERIALS

- A. At project completion furnish to the Owner not less than 6 square feet of each type and color of wall tile and floor tile used in the project.

PART 2 PRODUCTS

2.01 WALL TILE IN REST ROOMS

- A. Nominal 4¼" x 4¼", with border trim, in patterned band as indicated on the Drawings, meeting ANSI A 137.1-1988, manufactured by one of the following, or approved equal:
 - 1. American Olean, "Bright" and "Designer Accents".
 - 2. Daltile, "Crystaltex" and "Semi-Gloss".
 - 3. Florida Tile, "Bright Glaze" and "Confetti".
 - 4. United States Ceramic Tile Company, "Bright Glaze" and "Designer's Choice".
- B. Nominal 4¼" x 4¼" accent tiles from premium color choices.
- C. Tile Backer Board:
 - 1. Dura Rock or approved equal as required.

2.02 PORCELAIN FLOOR TILE

- A. Nominal 12" x 12" x 5/16" thick, Style: Colour Scheme , manufactured by Dal Tile, or approved equal.

2.03 PORELAIN TILE BASE

- A. Coved flat top base with inside & outside corner trim as required.

2.04 SETTING MORTAR

- A. Latex-Portland cement mortar conforming to ANSI A 118.4. The following manufacturers' systems are acceptable:
 - 1. DAP/DURABOND - D50 Plus Thin-Set Mortar with D-L16 Acrylic Latex Mortar Additive.
 - 2. HYDROMENT - Tile-Mate Thin Set 712 with Multi-Purpose Acrylic Latex #425.
 - 3. LATICRETE - Floor 'N Wall Thin-Set Mortar with 3701 Latex Grout and Mortar Admix.

2.05 GROUT

- A. Latex modified grout conforming to ANSI A118.6. The following manufacturers' systems are acceptable:
 - 1. DAP/DURABOND - C-150 Wall Grout with D-L26 Acrylic Latex Grout Additive.
 - 2. HYDROMENT - Ceramic Tile Grout with Multi-Purpose Acrylic Latex #425.
 - 3. LATICRETE - Floor Grout and Joint Filler, 500 series with 1776 Grout Admix Plus.

2.06 TEMPORARY PROTECTIVE COATING

- A. Provide product recommended by tile manufacturer to protect exposed surfaces of tile against adherence of mortar and grout when compatible and necessary for proper installation with specific tile installed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and areas where tile will be installed for compliance with requirements for installation and other conditions affecting performance of installed tile.
- B. Verify that substrates for setting tile are firm, dry, clean, and free from oil and waxy films and curing compounds.
- C. For tile exhibiting color variations within the ranges selected during sample submittals, verify that the tile has been blended in the factory and packaged so that tile units taken from one package show the same range of colors as those taken from other packages and match approved samples.

3.02 INSTALLATION

- A. For setting mortar conform to ANSI A 108.5 and procedures for thin-set tile set forth in the current Tile Council of America (TCA) Handbook for Ceramic Tile Installation.
- B. For grout conform to ANSI A 108.10 and procedures set forth in the current TCS Handbook for Ceramic Tile Installation.
- C. Where partial tiles are required cut tile to true, straight lines.
- D. Do not install broken, cracked, chipped, or irregularly formed or cut tile. All tile installation shall be square to the axes of the wall and of the building.
- E. Provide extruded aluminum end stops where porcelain floor tile transitions to carpet/V.C.T.

3.03 CLEANING

- A. After grout has set, clean the face of tile by procedures recommended in the TCA Handbook for Ceramic Tile Installation.

3.04 SEALING OF GROUT

- A. After grout has set and properly cured as recommended by the grout manufacturer, seal all floor tile grout with an approved sealer. Thoroughly cover the grout with sealer and remove any excess from the tile.

END OF SECTION

SECTION 09 51 00 ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Provide acoustical ceiling systems complete with all necessary components and accessories and install per manufacturer's directions.

1.03 QUALITY ASSURANCE

- A. Provide ceiling assemblies in manner to result in meeting or exceeding Noise Reduction Coefficients (NRC) and Ceiling Attenuation Class (CAC) ratings indicated and/or specified.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original packaging. Protect from damage during transporting and handling.
- B. Store materials in a dry enclosure, protected from exposure to the sun, adverse weather conditions, and damaging fumes.

PART 2 PRODUCTS

2.01 ACOUSTICAL PANEL CEILINGS

- A. Ceiling Type "A" - Radar lay-in panels, Item No. 2110, mineral fiberboard, manufactured by USG Interiors, Inc., or approved equal, with these minimum standards:
 - 1. Nominal size: 24" x 24" x 5/8"
 - 2. Flame spread: Class A (Flame spread 25 or less).
 - 3. Finish: white finish giving an average light reflectance of 0.84.
 - 4. NRC: 0.55
 - 5. CAC: 35
 - 6. Install in exposed grid system with low gloss white finish.
 - 7. Comparable products by Armstrong and Celotex are acceptable.
- B. Ceiling Type "B" - Moisture resistant lay-in panels, Sheetrock Brand, ClimaPlus, Item No. 3260 embossed white vinyl finish on gypsum board, manufactured by USG Interiors, Inc., or approved equal, with these minimum standards:
 - 1. Nominal size: 24" x 24" x 1/2"
 - 2. Flame spread: Class A (Flame spread 25 or less).
 - 3. Finish: white stipple finish.
 - 4. Install in exposed aluminum grid system with low gloss white finish.
 - 5. Other acceptable manufacturers: BPB-Capaul Vinylrock.
- C. Suspension system shall be an exposed tee grid system, as manufactured by Donn Products, Inc., Westlake, Ohio, with exposed bottom flange. Tees shall form a 24" x 48" or 24" x 24" ceiling grid as required for specified lay-in units and be one of sufficient strength to carry imposed loads indicated on the Drawings and the fluorescent light fixtures. (Furnish grid with preformed inside and outside corners, bullnose where required.)
 - a. Other acceptable manufacturers: Chicago Metallic
- D. Construct ceiling 'clouds' as shown on drawings. Shall be 'GridWare' as manufactured by U.S.G. or approved equal. Open cell grid suspension system shall be standard painted or Advantage Colors. Border shall be constructed of CompAsso suspension system.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Consult drawings for layout of grid system and follow same throughout.
- B. Suspend main tees from supporting members with galvanized wire not smaller than 12 gauge at each supporting member. Tie around supporting member and through holes in tees and give each wire end three twists around self. Level, space and align main runners at 4' o.c.
- C. Provide additional 12 gauge wire hangers to support light fixtures.
 - 1. At each corner of 2' x 4' or larger fixtures.
 - 2. At each corner of fixtures where corners do not occur at regularly spaced hanger wires.
 - 3. Spaced not over 4' along sides of fixtures longer than 4' (or continuous run fixtures) where side does not occur over main runners.
- D. Install cross-tees of proper length at right angles to main runners to create a grid. Where recessed light fixtures, diffusers or other openings require same, place a cross tee.
- E. Under ducts or other obstructions, adjust as necessary to provide secure suspension system, maintaining grid layout.
- F. Provide channel or angle shape perimeter wall molding at level for proper ceiling height.
- G. Provide angle molding at ceiling drops and carry acoustical panels up drop face where necessary.
- H. Lay-in acoustical panels. Provide hold-down clips for panels in spaces having doors to the exterior.
- I. Protect openings for ducts and/or recessed light fixture.

END OF SECTION

SECTION 09 65 00 RESILIENT FLOORING

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Section includes vinyl composition tile and vinyl base.

1.03 SUBMITTALS

- A. Submit samples of materials for Architect's approval and color selection.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Vinyl Composition Tile:
 - 1. Contractor shall provide different colors of Vinyl Composition Tile to be utilized in a pattern or border design as shown on Drawings.
 - 2. Vinyl Composition Tile: 12" x 12" x 1/8" units, in the Style/Patterns as manufactured by the following manufacturers:
 - a. Tarkett.- Standard Commercial with Expressions Solid Tile and Accent Strips.
 - b. Armstrong World Industries.- Standard Excelon with Solid Color Excelon Feature Tile and Strips.
 - c. Azrock Industries, Inc.- Cortina with Solids Feature Tile and Strips.
 - 3. Colors shall be as selected by Architect.
- B. Vinyl Base: 4" high as shown on Drawings, coved, 1/8" thick "VPI Premium Wall Base" as manufactured by V.P.I., Johnsonite, Roppe, or approved equal. Color shall be as selected by Architect.
- C. Vinyl Composition Tile Reducer: 1/8" x 1-1/4" solid vinyl RRS-XX-C, as manufactured by Johnsonite, or approved equal. Color as selected by Architect.
- D. Carpet to Vinyl Composition Tile Adapter: Johnsonite CTA-XX-A, in color as selected by Architect.
- E. Stair Treads/Risers/Stair Base: Johnsonite Safe-T-Grip HT, or approved equal. Color as selected by architect.
- F. Adhesives: As recommended by manufacturer of the flooring product for the specific installation.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Prepare and clean subfloor and apply materials with adhesives and accessories per manufacturer's directions.
- B. Lay tiles with same grain. Break colors under doors, unless otherwise indicated.
- C. Where tiles of varying thicknesses meet under doors, feather underlying floor surface with floorstone to bring surfaces flush and even.
- D. Where floor covering meets exposed concrete floor or tile of differing color, install 1-1/4" reducer strip under door.
- E. Install base after painting and floor covering are in place. Use maximum length to minimize joints with no sections less than 1'-0" in length. Cut for tight fit with no gaps at joints. Bend tight around outside corners (heat if required) and miter at inside corners.
- F. Where no base is scheduled, scribe floor coverings to wall, apply a thin bead of caulk (contrasting color) between floor tile and wall or door frame.
- G. Once the tile installation is complete, roll entire floor completely with an 80 lb roller to assure proper adhesion between tile and slab floor.

3.02 CLEANING AND BUFFING

- A. After all trades have completed work, thoroughly clean and machine buff resilient flooring.

3.03 MAINTENANCE MATERIALS

- A. At building completion, furnish Owner with not less than two (2) boxes additional (90 square feet) of neutral main color of V.C. tile used, not less than 6 additional square feet of each accent color of V.C. tile used, matching dye lot numbers, and not less than 8 additional lineal feet of each base used.

END OF SECTION

SECTION 09 65 20 SHEET VINYL FLOOR COVERINGS

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. This section includes sheet vinyl floor coverings.
- B. Related sections include the following:
 - 1. Division 9, Section 09651 Resilient Base.

1.03 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Shop Drawings: Show location of seams and edges. Indicate location of columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutout locations.
- C. Samples for Verification: In manufacturer's standard size, but not less than 6-by-9-inch (150-by-230-mm) sections of each different color and pattern of sheet vinyl floor covering specified, showing the full range of variations expected in these characteristics.
 - 1. For heat-welding bead, manufacturer's standard-size samples, but not less than 9 inches (230 mm) long, of each color specified.
- D. Product Certificates: Signed by manufacturer's of sheet vinyl floor coverings certifying that each product furnished complies with requirements.
- E. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an installer who is competent in the technique required by manufacturer for chemically welded seams.
 - 1. Engage installers who are certified by floor covering manufacturer for chemically welded seam installation.
- B. Source Limitations: Obtain each type, color, and pattern of sheet vinyl floor covering specified from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.

- C. Fire-Test-Response Characteristics: Provide products with the following fire-test-response characteristics as determined by testing identical products per test method indicated below by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Critical Radiant Flux: 0.45 W/sq. cm or greater when tested per ASTM E 648.
 - 2. Smoke Density: Maximum specific optical density of 450 or less when tested per ASTM E 662.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver sheet vinyl floor coverings and installation accessories to Project site in manufacturer's original, unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 deg F (10 and 32 deg C).
- C. Store rolls upright.
- D. Move sheet vinyl floor coverings and installation accessories into spaces where they will be installed at least 48 hours before installation, unless longer conditioning periods are recommended in writing by manufacturer.

1.06 PROJECT CONDITIONS

- A. Maintain a temperature of not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C) in spaces to receive sheet vinyl floor coverings for at least 48 hours before installation, during installation, and for at least 48 hours after installation, unless manufacturer's written recommendations specify longer time periods. After postinstallation period, maintain a temperature of not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- B. Do not install sheet vinyl floor coverings until they are at the same temperature as the space where they are to be installed.
- C. Close spaces to traffic during sheet vinyl floor covering installation and for time period after installation recommended in writing by manufacturer.
- D. Install sheet vinyl floor coverings and accessories after other finishing operations, including painting, have been completed.
- E. Where demountable partitions and other items are indicated for installation on top of sheet vinyl floor coverings, install floor coverings before these items are installed.

- F. Do not install sheet vinyl floor coverings over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive, as determined by floor covering manufacturer's recommended bond and moisture test.

1.07 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed, are packaged with protective covering for storage, and are identified with labels describing contents.
 - 1. Furnish not less than 5 linear feet (1.5 linear m) in roll form for each 500 linear feet (150 linear m) or fraction thereof, of each different composition, wearing surface, color, and pattern of sheet vinyl floor covering installed.
 - 2. Deliver extra materials to Owner.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Products: Provide sheet vinyl floor coverings as scheduled on the Drawings and specified herein.
- B. The following manufacturers and products are approved as bidders on the project:
 - 1. Possibilities by Armstrong Commercial Flooring
 - 2. Sheet Flooring, or approved equal.

2.02 MATERIAL

- A. Sheet vinyl flooring shall meet the specifications as follows:
 - Construction: Solid Vinyl Composition; Thru-Chip Construction with Aluminum Oxide Suspended in W/L.
 - Roll Width ft.: 6 ft. (1.83 m)
 - Roll Size: Up to 60 SY
 - Overall Nominal Thickness: .080 inches (2.03 mm)
 - Wearlayer Nominal Thickness: .080 inches (1.67 mm)
 - Reference Specs: Meets or exceeds ASTM F-1913; Type II, Grade 1
 - Fire Test Data: Meets ASTM E-648 (Critical Radiant Flux) / ASTM E-662 (Smoke Density)
 - Static Road Limit: ASTM F-970 250 PSI (Std.). 700 PSI (Modified)
 - Slip-Retardant Performance: ASTM D-2047 James Test; Exceeds ADA recommendation
 - Traffic Performance: Rated for moderate to extra heavy commercial traffic
 - Warranty: Limited 5 Yr. Commercial Warranty for Manufacturing Defects
 - Installation Information:

Adhesive	Mannington V-82 (Porous) V-85 (Non-porous) Full spread
Seam Sealer	Mannington MLG 33 with V-85 full spread
Floor Patch	Mannington MVP 25

2.03 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by floor covering manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit sheet vinyl floor covering and substrate conditions indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions where installation of sheet vinyl floor coverings will occur, with Installer present, for compliance with manufacturer's requirements. Verify that substrates and conditions are satisfactory for floor covering installation and comply with requirements specified.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F710 and the following:
 - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by floor covering manufacturer.
 - 2. Subfloors are free of cracks, ridges, depressions, scale and foreign deposits.

3.02 PREPARATION

- A. General: Comply with sheet vinyl floor covering manufacturer's written installation instructions for preparing substrates indicated to receive sheet vinyl floor coverings.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Broom and vacuum clean substrates to be covered immediately before installing sheet vinyl floor coverings. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.03 INSTALLATION

- A. General: Comply with sheet vinyl floor covering manufacturer's written installation instructions.
- B. Unroll sheet vinyl floor coverings and allow them to stabilize before cutting and fitting, if recommended in writing by manufacturer.
- C. Lay out sheet vinyl floor coverings to comply with the following requirements:

1. Maintain uniformity of sheet vinyl floor covering direction.
 2. Arrange for a minimum number of seams and place them in inconspicuous and low-traffic areas, and not less than 6 inches (150 mm) away from parallel joints in flooring substrates.
 3. Match edges of sheet vinyl floor coverings for color shading and pattern at seams according to manufacturer's written recommendations.
 4. Avoid cross seams.
- D. Scribe, cut, and fit sheet vinyl floor coverings to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
- E. Integral Flash Cove Base: Where indicated, cut sheet vinyl floor coverings to form integral base of height indicated at vertical surfaces.
- F. Extend sheet vinyl floor coverings into toe spaces, door reveals, closets, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other nonpermanent, nonstaining marking device.
- H. Install sheet vinyl floor coverings on covers for telephone and electrical ducts, and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on covers. Tightly adhere edges to perimeter of floor around covers and to covers.
- I. Adhere sheet vinyl floor coverings to flooring substrates to comply with floor covering manufacturer's written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times.
1. Produce completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
 2. Form integral flash cove base by flashing floor covering up vertical surfaces. Support floor covering at horizontal and vertical junction with cove strip. Butt floor covering at top of base against cap strip.
- J. Hand roll sheet vinyl floor coverings in both directions from center out to embed floor coverings in adhesive and eliminate trapped air. At walls, door casings, and other locations where access by roller is impractical, press floor coverings firmly in place with flat-bladed instrument.

3.04 CLEANING AND PROTECTING

- A. Perform the following operations immediately after installing sheet vinyl floor coverings:
1. Remove adhesive and other surface blemishes using cleaner recommended by floor covering manufacturer.
 2. Sweep or vacuum floor thoroughly.
 3. Do not wash floor covering until after time period recommended by floor covering manufacturer.

4. Damp-mop floor to remove marks and soil.
-
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by floor covering manufacturer.
 1. Cover sheet vinyl floor coverings with undyed, untreated building paper until inspection for Substantial Completion.
 2. Do not move heavy and sharp objects directly over sheet vinyl floor coverings. Place plywood or hardboard panels over floor coverings and under objects while they are being moved. Slide or roll objects over panels without moving panels.
 - C. Clean sheet vinyl floor coverings not more than 4 days before dates scheduled for inspections intended to establish a date of Substantial Completion in each area of the Project. Clean floor coverings according to manufacturer's written recommendations.

END OF SECTION

SECTION 09 68 00 CARPETING

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Furnish and install carpeting where scheduled on the Drawings with all necessary trim and edging as required for a complete installation.

1.03 SUBMITTALS

- A. Submit samples of each type of carpet, showing all available colors and patterns, to the Architect for selection of colors and patterns.
- B. Submit product data on each type of carpet indicating compliance with specified properties.
- C. Manufacturer shall provide a maintenance manual for recommended care of the carpeting installed.
- D. Submit samples of edging in available colors to the Architect for color selection.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver carpet until the building is enclosed and HVAC system is operating.
- B. Deliver materials in manufacturer's original packaging and containers with the contents legibly marked on labeling.
- C. Store materials within the temperature range recommended by the manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. The following mills and products are approved as bidders on the project:
 - 1. Interface: Klass Room – Social Studies

2.02 MATERIAL

- A. Carpet Style Floor Type 'F-7'. Carpet shall meet the minimum specifications as follows:

Carpet Specifications*	Klass Rooms, Straight Edge, or Roy G. Biv by Interface
Surface Texture	Tufted Textured Loop
Yarn Weight	18 oz/yd
Dye Method	100% Solution Dye
Pattern Repeat	N/A
Gauge	1/12
Backing	Glas Bac RE
Stain Protector	Protekt
Size	19.69" x 19.69"
Flammability	Class 1
Smoke	Less than 450 flaming
Static Generation	Less than 3.0 kv (AATCC-134)
Warranties	Lifetime Wear
	Lifetime Static
	Lifetime Against Delamination
	Lifetime Against Tuft Bind Failure (edge ravel, yarn pulls, zippering)
	Lifetime Moisture Barrier

*Specifications are based on averages from normal manufacturing tolerances. Specifications may vary within normal industry tolerances of $\pm 5\%$.

- B. Walk-Off Carpet Tiles shall be equal to J & J / Invision RunWay Rib Carpet Tiles

- 1. Fiber type: 100% Encore Pile Yarn
- 2. Size: 24" x 24" square

3. Backing: Nexus Modular

- C. Carpet and backing shall meet the following standards for burning characteristics when tested according to the ASTM E 84 Tunnel Test:
 - 1. Flame Spread - 75 or less
 - 2. Smoke Density - 450 or less
- D. Colors and Patterns:
 - 1. Color shall be selected by Architect.
 - 2. Colors and patterns made available for the carpets meeting specifications will be one of the factors determining approval by the Architect.
- E. Adhesive: Tar-tile, glue-free adhesive squares, installation as recommended by the carpet manufacturer.
- F. Edging: Solid vinyl, Johnsonite EG-XX-L, or as approved by the carpet manufacturer. Color shall be as selected by the Architect.

PART 3 EXECUTION

3.01 PREPARATION

- A. Broom clean floors prior to installation of carpeting.
- B. Vacuum clean and wet mop floor surfaces prior to installation of carpeting.

3.02 CLEANING AND PROTECTION

- A. Carpet shall be cleaned thoroughly after installation.
- B. Protect carpet from soiling until Owner is ready to move into the building.

3.03 ATTIC STOCK

- A. Provide Owner with two (2) additional boxes of carpet for each color/style selected.

END OF SECTION

SECTION 09 90 00 PAINTING AND COATING

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Paint and finish schedules indicate the minimum coatings that can be anticipated to produce the desired results. Before submitting bid, Contractor and material suppliers examine such schedules and these specifications and should number or type of coatings be insufficient or inappropriate to achieve proper results notify Architect and receive his instructions; otherwise, should coatings specified not produce the desired coverage or finish results, Architect may require additional or other type coating and such shall not constitute a basis of claim for "Extra Work".
- B. Notwithstanding any omissions or discrepancies in paint and finish schedules, every item logically requiring paint or finish shall be properly painted or finished. Consult Architect for proper finish if not specified.

1.03 SUBMITTALS

- A. Contractor shall submit full range of color chips for Architect's color selection. It is anticipated that a limited palette of colors will be selected, however, no color or variety of colors selected will constitute claim for extra charge by Contractor.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Furnish first-quality paints as manufactured by Sherwin-Williams, Pittsburgh, Glidden, Pratt and Lambert or Benjamin-Moore.

2.02 MATERIAL

- A. Except as noted, schedules herein indicate selections of materials from Sherwin-Williams to be used as a guide for establishing type of quality and finish desired.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces of rust, grease, oils, and other foreign matter that would adversely affect finished appearance or protective properties of the paint.
- B. Fill holes and cracks in surfaces with spackle. Apply no paint until spackle is thoroughly dry.
- C. Touch up knots and sappy spots on wood materials to be painted with pure shellac before priming.
- D. Sand and otherwise clean and smooth wood surfaces to be finished. Do not use steel wool on surfaces scheduled to receive water-based finishes.
- E. Before painting or finishing adjacent areas, remove and protect hardware, accessories, plates, light fixtures and similar items. On completion of area, replace such items.

3.02 APPLICATION

- A. Spread materials evenly and smoothly, without runs or sags. Apply interior latex paints with roller and/or brush. Spray apply paints to metal doors and metal frames.
- B. Prime exterior surface materials immediately after their installation, or whenever possible, before installation.
- C. Color undercoats to approximate value of finish coat.
- D. Sand woodwork and metal trim between coats with fine sand paper to produce an even, smooth finish.
- E. Cover surfaces to be stained with uniform stain coat; wipe off as required.

- F. Apply materials per manufacturer's directions and obtain good coverage and perfect finish for type of paint or finish.
- G. "Touch up" paint and finish surfaces after all trades and contractors have completed their work.
- H. After wood doors are fitted, remove and give top and bottom edges one coat of pure shellac for interior doors, and one coat of same followed by one coat of spar varnish for exterior doors. Do not allow edge coating to lap onto face surfaces where natural finishes are required.

3.03 PAINTING SCHEDULE (INTERIOR)

- A. Concrete Masonry Units (acrylic latex) (semi-gloss):
 - 1. One (1) coat Pro-Line Premium Heavy Duty Latex Block Filler Masonry Primer SFT-3.0 mils. (Martin Senour)
 - 2. Two (2) coats Pro-Line Premium Interior Latex SFT-1.6 mils/coat. (Martin Senour)
- B. Gypsum Wall Board (acrylic latex) (semi-gloss)
 - 1. One (1) coat Proline Premium Interior Latex Wall Primer.
 - 2. Two (2) coats Martin Senour T.P.S. Interior Multi-Surface Alkyd Stain Blocker Latex Enamel.
- C. Metal Doors/Frames and Miscellaneous Metals (alkyd)(semi-gloss):
 - 1. One (1) coat Kem Bond HS Universal Primer, DFT-2.0 mils.
 - 2. Two (2) coats ProClassic Interior Alkyd Semi-Gloss Enamel, DFT-1.7 mils/coat.
- D. All wood trim (polyurethane):
 - 1. One (1) coat Natural Paste Wood Filler (tinted)
 - 2. One (1) coat Wood Classics Oil Stain (match pre finished wood doors)
 - 3. Two (2) coats Wood Classics Cabinet Grade Lacquer Sealer Clear, DFT-1.0 mils/coat.

END OF SECTION

SECTION 10 21 13 PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Furnish and install plastic toilet compartments and screens as shown on Drawings.

1.03 SUBMITTALS

- A. Shop drawings: Submit shop drawings for fabrication and erection of partition assemblies and instructions for installation of anchoring devices built into other work.
- B. Samples: Submit full range of color samples. Submit 6" square samples of each color for color verification after selections have been made.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Protect solid polymer material during transit, storage, and construction against soiling, staining, and damage. Panels, doors, and pilasters shall arrive at job site with special protective plastic covering.
- B. Handle solid polymer material to prevent chipping, breakage, soiling, or other damage.
- C. Inspect materials upon delivery. Notify Architect of broken or damaged materials. Procure replacements immediately, so as not to disrupt schedule.

1.05 WARRANTY

- A. Provide manufacturer's warranty against defects in solid polymer material. Warranty shall provide for replacement material and labor for a period of 15 years, beginning at Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Toilet compartments and urinal screens shall be floor mounted, overhead braced, with non-corrosive panels and pilasters similar and equal to Poly-Mar HD compartments as manufactured by Santana Products Company, Inc., or similar products by Comtec Industries, Columbia Partitions, or approved equal, with hardware as specified herein.

2.02 SHEET MATERIALS

- A. Panels, doors, and pilasters shall be fabricated from high density polyethylene under high pressure forming a single component section which is waterproof, non-absorbent and has a self-lubricating surface that resists marking with pens, pencils, or other writing utensils.
- B. Construction:
 - 1. Single component construction of solid Poly-Mar HD in colors that extend from the surface throughout the entire thickness of the panels, doors, and pilasters.
 - 2. Doors, panels, and pilasters shall be 1" thick and all edges machined to a radius of .250" and all exposed surfaces shall be free of saw marks.
 - 3. Dividing panels shall be 55" high and mounted at 14" above finished floor.
 - 4. Doors shall be 55" high and mounted at 14" above finished floor.
 - 5. Pilasters shall be 82" high and fastened to 3" high, Poly-Mar HD shoes with theft proof sex bolts.
 - 6. Finish of doors, panels, and pilasters shall be similar and equal to Santana Products Co., Inc. "Plasti-Glaze 280". Colors will be selected by Architect from manufacturer's standard and poly-granite colors.

2.03 HARDWARE

- A. Door hardware shall be as follows:
 - 1. Hinges shall be continuous 54" Helix hinge.
 - 2. Each door shall be furnished with (1) coat hook/bumper of heavy chrome plated Zamack with rubber bumper. (Handicapped doors also include: (1) door pull and (1) wall stop and extra large heavy duty hinge with similar description as above.)
 - 3. Door strike and keeper shall be fabricated from heavy aluminum extrusion (6463-T5 Alloy) with clear anodized finish with wrap around flange, surface mounted and thru-bolted to pilaster with one-way sex bolts.
 - 4. Door latch housing shall be fabricated from heavy aluminum extrusion (6463-T5 Alloy) with clear anodized finish, surface mounted, and thru-bolted to door with one-way sex bolts. Slide bolt and button shall be heavy aluminum with "Tough-Coat Black" finish.
- B. Pilaster shoes shall be anchored to finish floor with No. 5 Plastic Anchors and No. 14 stainless steel Phillips head screws.
- C. Full length continuous wall brackets shall be Poly-Mar HD weighing not less than .822 lbs. per linear foot. Brackets shall be used for all panels to pilaster, pilasters to wall, and panel to wall connections. Wall brackets shall be pre-drilled by manufacturer with holes spaced every 12" along full length of brackets. Wall brackets shall be thru-bolted to panels and pilasters with one-way sex bolts. Attachment of brackets to adjacent wall construction shall be accomplished by No. 14 x 1-1/4" stainless steel phillips head screws anchored directly behind the vertical edge of panels and pilasters at every 12" along the full length of bracket and at each 12" interval alternately spaced between anchor connections.
- D. Headrail shall be heavy aluminum extrusion (6463-T6 Alloy) with mill finish in anti-grip configuration weighing not less than 1.188 lbs. per linear foot as manufactured by Santana Products Co., Inc., Section #58993. Headrail shall be fastened to tops of pilasters and headrail brackets by thru-bolting with one-way stainless steel sex bolts (no cadmium plated sex bolts allowed).
- E. Headrail brackets shall be 16 gauge stainless steel.

2.04 FABRICATION

- A. Factory fabricate panels, pilasters, doors, and screens to sizes and shapes indicated, in accordance with approved shop drawings. Provide holes cut or drilled for anchors and fasteners at factory.
- B. Minimize panel seams, make panel seams horizontally. Form seams using manufacturer's joint adhesive; without conspicuous joints in finished work.
- C. No evidence of drilling, cutting, or patching shall be exposed in the finished work. Allow for expansion and contraction.
- D. Obtain templates and factory cut panels for installation of accessories furnished under other sections.
- E. Cut and finish component edges with machine radiused edges. Repair or reject defective and inaccurate work.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install compartments and urinal screens rigid, straight, plumb, and level with the panels laid out as shown. Secure panels to walls and pilasters with not less than two brackets. Maximum clearances shall be as follows:
 - 1. 1/2" between panel and pilasters
 - 2. 1/4" between door edge and pilasters
 - 3. 1" between panels and walls
- B. Keep components clean during installation. Remove adhesives, sealants, and other stains. Replace permanently stained components.

- C. Set and secure pilasters to supporting floor with pilaster base. Level, plumb, and tighten the installation. Set tops of doors level with the top of pilasters when doors are in the closed position.
- D. Hardware and adjustments: Adjust and lubricate hardware for proper operation after installation.
 - 1. Set hinges on in-swing doors to hold doors open approximately 15 degrees from the closed position when unlatched.
 - 2. Set hinges on out-swing doors and entrance swing doors, if any, to return to the fully closed position.
- E. Drill and cut components as required for installation of toilet accessories.

3.02 PROTECTION, CLEANING, AND FINAL ADJUSTMENT

- A. Protect units after erection so that there will be no indication of use or damage at the time of acceptance. Repair defective or damaged work or replace work that cannot be repaired to Architect's satisfaction.
- B. Perform final adjustments to door hardware and other operating parts of the assembly just prior to final inspection.
- C. Clean exposed surfaces of compartments, screens, hardware and fittings, and accessories.

END OF SECTION

SECTION 10 28 00 TOILET ACCESSORIES

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Provide toilet accessories as shown on the Drawings and included herein in the Specifications and schedules.
- B. Provide grab bars and handicap assist devices specified herein, shown on shop drawings, and as required to comply with the Americans with Disabilities Act (ADA) Guidelines.
- C. Items not scheduled are to be furnished by the Owner and installed by the Owner.

1.03 SUBMITTALS

- A. Submit manufacturer's technical data and installation instructions for each accessory.

1.04 QUALITY ASSURANCE

- A. Coordinate accessory locations with other work to avoid interference and ensure proper operation and servicing of accessory unit. Advise the Architect of any conflicts prior to installation.
- B. Coordinate with toilet partition manufacturers, millwork companies, and building trades for proper installation and fastening devices.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Toilet accessories scheduled are items manufactured by Bobrick Wash Room Equipment. Comparable products manufactured by Bradley Corporation or American Specialties, Inc., are also acceptable.

2.02 MATERIALS

- A. Stainless steel shall be 302/304 type. Steel shall be cold rolled, commercial quality, 20 gauge minimum. Chromium plated metal shall be nickel and chromium electro-deposited on base metal, ASTM B 456, Type SE2.
- B. All fasteners, screws, bolts, and other devices shall be same material as accessory unit or galvanized steel where concealed.
- C. Where locks are required for any particular type of toilet accessory, the same keying shall be used throughout the project. Furnish two keys for each lock.

2.03 MIRRORS

- A. Mirrors shall consist of mirror glass, 1/4" thick, type 1, class 1, quality 2, conforming to FS-DDG451 with silvering, copper coating and protective organic coating complying with FS-DM411.
- B. Mirrors shall have stainless steel framing, Type 302/304 with polished #4 finish and galvanized steel sheet backing with galvanized steel sheet mounting devices.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install toilet accessories in accordance with manufacturer's instructions using fasteners which are appropriate to substrate and recommended by manufacturer of unit.
- B. Install unit plumb and level, firmly anchored in locations indicated to support the loading required by ADA Guidelines.
- C. Adjust toilet accessories for proper operation and verify that mechanisms function smoothly.

- D. Clean and polish all exposed surfaces after removing protective coatings.
- E. Secure mirrors to wall and conceal fastening in a tamper proof manner with special hangers, toggle bolts, and screws. Set units plumb, level, and square at locations indicated in accordance with manufacturer's instructions for type of substrate. Clean all exposed surfaces of mirror units in compliance with manufacturer's recommendations.

3.02 SCHEDULE COLUMBIA

- A. Girls 106:
 - 1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 - 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 - 3. One (1) required: Bobrick, Grab Bar B-6206.99 x 36", or equal.
 - 4. One (1) required: Bobrick, Grab Bar B-6206.99 x 42", or equal.
 - 5. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 - 6. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 - 7. Five (5) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
 - 8. Three (3) required: Bobrick B-354 Sanitary Napkin Disposal, or equal.
- B. Boys 113:
 - 1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 - 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 - 3. One (1) required: Bobrick, Grab Bar B-6206.99 x 36", or equal.
 - 4. One (1) required: Bobrick, Grab Bar B-6206.99 x 42", or equal.
 - 5. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 - 6. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 - 7. Three (3) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
- C. Girls 202:
 - 1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 - 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 - 3. One (1) required: Bobrick, Grab Bar B-6206.99 x 36", or equal.
 - 4. One (1) required: Bobrick, Grab Bar B-6206.99 x 42", or equal.
 - 5. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 - 6. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 - 7. Five (5) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
 - 8. Three (3) required: Bobrick B-354 Sanitary Napkin Disposal, or equal.
- D. Boys 213:
 - 1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 - 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 - 3. One (1) required: Bobrick, Grab Bar B-6206.99 x 36", or equal.
 - 4. One (1) required: Bobrick, Grab Bar B-6206.99 x 42", or equal.
 - 5. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 - 6. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 - 7. Two (2) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.

WEST CENTRAL

- E. Girls 116:
 - 1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 - 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 - 3. One (1) required: Bobrick, Grab Bar B-6206.99 x 36", or equal.
 - 4. One (1) required: Bobrick, Grab Bar B-6206.99 x 42", or equal.

5. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 6. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 7. Three (3) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
 8. One (1) required: Bobrick B-354 Sanitary Napkin Disposal, or equal.
- F. Girls 117:
1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 3. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 4. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 5. Three (3) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
 6. One (1) required: Bobrick B-354 Sanitary Napkin Disposal, or equal.
- G. Boys 110:
1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 3. One (1) required: Bobrick, Grab Bar B-6206.99 x 36", or equal.
 4. One (1) required: Bobrick, Grab Bar B-6206.99 x 42", or equal.
 5. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 6. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 7. Two (2) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
- H. Boys 119:
1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 3. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 4. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 5. Three (3) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
- I. Girls 212:
3. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 4. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 3. One (1) required: Bobrick, Grab Bar B-6206.99 x 36", or equal.
 4. One (1) required: Bobrick, Grab Bar B-6206.99 x 42", or equal.
 5. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 6. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 7. Two (2) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
 8. One (1) required: Bobrick B-354 Sanitary Napkin Disposal, or equal.
- J. Girls 216:
1. One (1) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 5. One (1) required: Soap Dispenser. Owner furnished, Contractor installed.
 6. One (1) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 7. Three (3) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.
 8. Two (2) required: Bobrick B-354 Sanitary Napkin Disposal, or equal.
- K. Boys 210:
1. Two (2) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
 2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
 3. One (1) required: Bobrick, Grab Bar B-6206.99 x 36", or equal.
 4. One (1) required: Bobrick, Grab Bar B-6206.99 x 42", or equal.
 5. Two (2) required: Soap Dispenser. Owner furnished, Contractor installed.
 6. Two (2) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
 7. Two (2) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.

L. Boys 219:

1. One (1) required: Bobrick, B-165, Framed 24" x 36" Mirror, or equal.
2. One (1) required: Bobrick, B-165 Framed 24" x 60" Mirror, or equal.
3. One (1) required: Soap Dispenser. Owner furnished, Contractor installed.
4. One (1) required: Excel Dryer Xlerator Hand Dryer XL-SB, or approved equal.
5. One (1) required: Toilet Paper Dispenser. Owner furnished, Contractor installed.

END OF SECTION

SECTION 10 40 00 IDENTIFYING DEVICES

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Furnish and install room signs, and plaque as specified herein.

1.03 SUBMITTALS

- A. Submit list of signs having lettering only.
- B. Submit graphic layout of signs having a combination of lettering, braille, and graphic symbols.
- C. Submit chart of available colors for selection of colors.

PART 2 PRODUCTS

2.01 ROOM SIGNS

- A. Manufacturers:
 - 1. Best Manufacturing Company
 - 2. Mohawk Sign Systems
 - 3. or Approved Equal
- B. Material:
 - 1. 1/8" thick laminate of melamine plastic surface and phenolic core.
 - 2. Color: As selected by the Architect.
 - 3. Process: Engraving process to raise graphics approximately 1/32 inch above surface in accordance with ADA requirements, similar to Best's "Graphic Blast" process.
 - a. Letter Style: Raised 1½ inch Helvetica Medium - C.
- C. Size:
 - 1. Room Signs shall be 2½ inch width by length required with ¼ inch border.
 - 2. Rest Room Signs shall be approximately 6 x 8 inches with international symbols for accessibility and for each sex, as well as lettered identification and braille identification of sex.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install room signs where designated on Drawings or by Architect's instructions.
- B. Mount room signs with adhesive furnished and recommended by manufacturer.
- C. Install plaque utilizing the concealed mounting method in strict accordance with manufacturer's requirements.

END OF SECTION

SECTION 23 00 02

MECHANICAL GENERAL

PART 1

1.01 GENERAL:

The General Conditions of specifications and all preceding sections bound herewith are included in and made a part of these sections.

1.02 NOTICE TO BIDDERS:

- A. All parties bidding on this work shall be sure that they understand all requirements of the plans, details, these writings, and local conditions thoroughly, for each will be bound by all things appearing therein, should the contract be awarded him, and in case of any obscurity or uncertainty, he shall apply to the engineer in writing for a correct interpretation before submitting his bid.
- B. The Contractor is required to coordinate all final connections to equipment being supplied by Contractor and by others before installing any piping. If there is a discrepancy Contractor is to contact Engineer and Architect immediately before proceeding.
- C. Hook up complete installation any and all equipment furnished by owner and indicated on Architectural, Mechanical, and Plumbing sheets.
- D. The Mechanical and Plumbing Contractor, prior to bidding the project, shall check Architectural, Civil, Structural, Plumbing, Electrical, Heating and Ventilating plans and specifications to avert possible installation conflicts. Discrepancies shown on different plans and specifications, or other necessary changes shall be brought to the attention of the Architect, Contract Administrator or Engineer for a decision to resolve the conflicts. Failure to coordinated and notify prior to bidding shall be at the contractors expense and there will be no additional cost to the owner or to the project.

1.03 MATERIAL SUBMITTALS:

- A. All equipment specified herein and noted (S) shall be submitted.
- B. Corrections or comments made on submittals and/or shop drawings during review do not relieve the contractor/supplier from compliance with the specifications. This check is only for review of general conformity with the design concept of the project and general compliance with the information given in the contract documents. The sub-contractor or supplier is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction and coordinating his work with that of all other trades (unless specifically stated otherwise in the contract documents).
- C. Mechanical Contractor is to submit mechanical equipment, requiring electrical power and plumbing connections, to Electrical Contractor and Plumbing Contractor for review and coordination before ordering equipment. Mechanical Contractor is to submit to WSA one sepia and two prints of 1/4" ductwork fabrication plans showing locations of but not limited to mechanical units, ducting, electrical panels, transformers, and plumbing equipment. Mechanical Contractor is to give all affected Contractors a set of ductwork shop drawings for coordination.

1.04 COOPERATION:

- A. This Contractor shall promptly report to the General Contractor any conditions which might prevent prompt and proper installation of work, or make it unsuitable to connect with or receive work of others. Failure to so report shall constitute acceptance of the work as being fit and proper for completion of this work.
- B. In general, the following priorities shall prevail:
 - 1. Ductwork
 - 2. Building Drainage
 - 3. Piping
 - 4. Electrical

1.05 MATERIAL OTHER THAN THOSE SPECIFIED:

- A. The base bid and alternate shall include all items as they are specified or detailed in the drawings or approved equals.
- B. Where several manufacturers are listed for one use, the contractor may select any of those specified.
- C. A request for consideration of items other than those specified may be made to the engineer in writing until ten (10) days before the opening of bids. An Addendum will then be issued listing any materials which may have been approved. There will be no subsequent substitutions.
- D. In those cases where an equal product is allowed, the decision as to quality rest with the engineer.

1.06 CLEANING:

- A. Upon completion of work, piping systems shall be thoroughly blown down and cleaned out with water wasted to sewer. After thirty (30) days normal operation, contractor shall clean all traps and strainers.
- B. All ductwork shall be cleaned (by hand) prior to installation of grilles, diffusers or adjustable turning vanes. After installation of all devices and connection to fan, operate system with all outlets wide open blowing out all dust or refuse.
- C. All lighting fixtures, lenses, and panels, shall be cleaned of all dirt, scratches, etc.

1.07 AS BUILT DRAWINGS:

- A. Deliver to architect upon completion of work two (2) complete sets of contract drawings (white prints) marked up to show all deviations from indicated installations. Markings shall include:
 - 1. Changes in routings of concealed piping.
 - 2. Changes in concealed duct sizes and arrangements.
 - 3. Changes in electrical circuitry and home runs.
 - 4. Other changes to concealed work which affect future maintenance and repair operations.

1.08 GUARANTEE:

The Contractor shall guarantee all work, materials and equipment under these specifications for a period of one (1) year from the date of formal acceptance. Within the guarantee period, all defective equipment of installation shall be made operative to the satisfaction of the Owner without additional cost to the Owner.

P A R T 2

2.01 SCOPE OF PROJECT:

The contractor shall furnish all labor, materials, tools, transportation, equipment, services and facilities required for the complete installation of all work as shown on plans and outlined in the specifications. The work shall also include all material, equipment, and apparatus not shown, but which are necessary to make a complete working installation of systems, including meters and valving. The engineer does not guarantee the accuracy of the dimensions of new or existing work. Coordinate each equipment sizes with the location where it is to be installed before ordering. Notify engineer if space does not allow for equipment specified. All such dimensions shall be verified by the Contractor and it is his responsibility to fit all new work to existing.

- A. Sanitary sewage systems, including connections, except as otherwise noted to all fixtures, etc., to sanitary sewer.
- B. Domestic cold water system and service to all fixtures and outlets including connections to existing water piping.
- C. Domestic hot water system and services to all fixtures.
- D. Pipe sleeves, forms for chases in concrete and all supports.
- E. Furnishing and installing of all plumbing fixtures.
- F. Furnishing and installing air conditioning and ventilating equipment with all ductwork.

2.02 Not used.

2.03 Not used.

2.04 PIPE AND FITTINGS:

- A. All sewer and drainage lines in building under driveways, walls, etc., and to 5' outside of buildings are to be constructed of service weight cast iron pipe and fittings of Western Foundry Company, or other approved equal manufacturer and have the manufacturer's name cast on same. C.I. sewer below grade "In Soil" may use "Dual-Tite" gaskets for joints. Above grade to be lead and oakum or Western Foundry "No-Hub" system.
- B. All hot and cold domestic water lines inside building and above grade shall be type "L" hard drawn copper. Water pipe below grade "K" as made by Anaconda, Mueller, or Revere. Below grade piping inside building shall be coated and wrapped as per gas piping. Fittings are to be solder type wrought copper long radius fittings of make specified above. Hot and cold lines larger than 2-1/2" may be G.I. Schedule 40 pipe.
- C. Not used.
- D. Not used..

- E. All nipples used to be of the same material as the pipe but shall be extra heavy weight.
- F. All drain lines from machinery bases and other items of equipment shall be Schedule 40 galvanized steel pipe with screw cast iron drainage fittings.
- G. Any equipment with piping shall be able to be removed from the piping immediately at the unit without cutting the piping. This is to be accomplished with flanges or unions. This is to be considered standard practice and shall be done whether indicated on the drawings or not.

2.05 VALVES

- A. Interior - Install valves on each fixture and each bank of fixtures and elsewhere shown on plans. All valves shall be acceptable and fully equal in area to the pipes on which they are placed.
- B. All valves used on iron or steel lines shall be as the following schedule. Crane numbers shown, but equal valves as manufactured by Jenkins, Walworth, and Lunkenheimer may be used.

TYPE	2" AND BELOW	2-1/2" AND 3"	ABOVE 3"
Gate Valve	440	461	461
Globe Valve	1	351	351
Check Valve	34	373	373
Ball Valve	2190H	--	--

- C. All valves used on copper lines shall be as the following schedule. Crane numbers shown but equal valves as manufactured by Jenkins, Walworth and Lunkenheimer may be used.

Gate Valves	1324
Globe & Angle Valves	1310
Check Valves	1342
Ball Valves	2190H

- D. Butterfly Valves - Valves shall have cast iron bodies, stainless steel stems, bronze discs, and EPDM seats and seals. Butterfly valves for chilled or secondary water service shall have necks extending 2" above the outside diameter of the companion flanges. Crane Monarch Model No. 23 with 7 position safety twist-lock operator.
- E. All equipment shall be valved so that it can be removed without draining system whether indicated on drawings or not.
- F. Valves shall be designated for work pressure of 125 psi.

2.06 UNION, HANGERS, AND MISCELLANEOUS:

- A. Unions shall be as the following schedule. Crane Company descriptions shown. Union materials to match pipe.

KINDS OF PIPE AND SIZES	UNIONS
-------------------------	--------

Copper	3" & Less	633 Sweat Type
	523-1/2 G.J.	Screw Type
Iron or Steel	3" & Less	Standard Screwed M.I.
Iron or Steel	Over 3"	Standard Flanged M.I.

- B. Install Grinnel or an approved equal pipe hanger and supports for copper pipe shall be brass or bronze. Insulate pipes to have 6", 16 ga. half round saddles to protect insulation.
- C. Fittings shall correspond to the pipe.
- D. Wherever pipes pass through walls, floors, or ceilings, install chromium plated brass escutcheons. Dearborn or equal #1119 sizes to 2", above 2" #1149 or #1152 (17 ga. minimum).

2.07 SLEEVES

- A. At all places where piping passes through the construction, this Contractor shall install sleeves of the proper size for insulation. Sleeves to be Schedule 40 steel pipe. The length shall be such that the bends will be flush with the floor and partition surfaces. Use proper sized LINK-SEAL to cap ends.
- B. At all places where ductwork and piping passes through existing walls, the wall shall be scored and neatly cut by use of concrete saws. Tolerances of over 1/2" around ducts and pipes will not be permitted. Holes through concrete floors and walls shall be made by a core bore machine as manufactured by Truce or equal.

2.08 PIPING

- A. All piping shall be installed in a neat and workmanlike manner, and unless shown otherwise, it shall run parallel to the building lines. Changes in direction shall be at right angles. Changes in directions shall be made by using appropriate fittings, and in no case shall change of directions be made by bending of pipe. Before any pipe is installed, it shall be carefully inspected for defects and it shall be thoroughly cleaned out.

They shall be standard, tapering, clean cut threads. No running threads will be allowed. Thread joints shall be made up using an approved lubricant applied to the male threads. Change of pipe size shall be made with eccentric fittings. Bushings will not be permitted. All threads shall be right-hand. Closed nipples shall be used only when absolutely unavoidable. Dissimilar metal pipes will be joined by an insulated coupling.

- B. Pieces of pipe shall be cut accurately in lengths and installed without forcing or springing. Lines to receive insulation shall be at least 4 inches apart in clear between bare pipes. For application of insulation, full provision shall be made for expansion and contraction of all piping to allow no injury to any part of the system.
- C. Cathodic Protection - At each entrance to building and at each side of meter, provide 17 pound down-metal magnesium anode packaged with prepared backfill mix, installed in strict accordance with manufacturer's instruction using special clamp and #10 insulated copper wire.
- D. Note: All refrigerant piping to be Sil-Fossed in nitrogen atmosphere only.

2.09 SEWAGE DISPOSAL SYSTEM:

- A. In each change of direction of soils and wastes and at foot of each riser and in all horizontal runs more than 30' in length, provide a brass screw cleanout in soil pipe and connect to same with "Y" bends and 1/8" bends made flush with floor or wall. Location of such cleanouts to be checked with the Architect. All cleanout to be same size as pipe up to 4" diameter and 4" for all larger pipes.
- B. All stacks and vents shall be properly supported from the construction. On vertical pipes, use heavy clamps fastened to floor framing at floor and proportioned for size and weight of pipes. Horizontal runs shall be supported on rod and ring hangers not over 6'-0" apart. No strap or wire hangers will be accepted.
- C. Cleanouts in all outside lines shall be furnished in cast iron soil pipe and fittings with heavy brass cleanout plugs, eighth bends, etc., and shall be set in concrete for minimum of distance of nine (9) inches each way from outside of hub, and for the length of the vertical drop and shall completely encase the bends.

2.10 FLASHINGS:

Flash around all pipes passing through roofs in connection with this contract with sheet lead, not less than 4 pounds to the square foot built 6" into the waterproofing, running 10" up the pipe and turned over into the pipe cavity. Cooperate with the Roofing Contractor when installing flashings.

2.11 WATER HAMMER ARRESTORS:

Water hammer arrestors shall be installed. The arrestors shall be located within an effective range of the quick closing valve. Water hammer arrestors shall be accessible and conform to ANSI A112.26.1. Submit on size and location of absorbers. Wade shock absorbers or Josam 1485 are approved.

2.12 DRIPS, OVERFLOWS, AND DRAINS:

Contractor shall run all drips, overflows and drains to the nearest floor drain using galvanized steel pipe and galvanized malleable fittings or copper pipe and fittings. 1/4" copper may be used for air vents and drains.

2.13 PIPING INSULATIONS:

The Contractor shall apply insulation to the following services:

- A. All domestic cold, hot and tempered water shall be insulated with 1/2" Certain-Teed Snap-on pipe insulation 3-1/2# density with factory applied white sisal craft and foil vapor barrier. Also all drainage lines (sanitary storm sewer) run over open spaces, or ceilings, or in chases where condensation could occur, shall be insulated with 1/2" Certain-Teed Snap-on pipe insulation 3-1/2# density with factory applied white sisal craft and foil vapor barrier. Fiberglass strips secured with glass tape, shall be secured to all fittings, valves, etc., and covered with insulating cement (palmed smooth) and canvased. In addition, all exposed pipe to be 6 oz. canvased or covered with glass cloth ready for painting.
- B. Equal insulation by Johns-Manville, Owens-Corning, Pittsburg and Armstrong will be acceptable.

2.14 SHEETMETAL INSULATION AND ACOUSTICAL LINER:

- A. Sheetmetal duct above grade and not exposed to be insulated with 2" CSG Universal #751 fiberglass blanket 3/4# density with fire rated aluminum foil and sisal paper seal with 2" overlap. All joints to be lapped, and taped and sealed with an approved adhesive unless otherwise noted on plans. Owens-Corning and Certainteed products will be acceptable.
- B. The first five feet of supply air, return air, fresh air, exhaust air and exposed supply duct shall be lined with 1" 3 lbs/cu ft Certainteed Ultralite fiberglass insulation. 100% of the liner shall be covered (except for exhaust air) with an approved adhesive. Below grade ductwork is not to be insulated.
- C. Duct sizes shown on plans to be free opening sizes.

2.15 SHEETMETAL:

- A. All main distribution ducts shall be constructed of prime, copper bearing, galvanized sheetmetal with gauges clearly stamped on external duct surface.
- B. All ductwork must be in accordance with current ASHRAE and SMACNA Guides and shall comply with minimum reinforcing recommended.
- C. Low Pressure Rectangular Duct:

Width of Duct	Gauges of Metal
Up to 12"	Not less than 26 ga.
13" to 30"	Not less than 24 ga.
31" to 53"	Not less than 22 ga.
54" to 84"	Not less than 20 ga.
Over 84"	Not less than 18 ga.
- D. Furnish and install flexible connections on the discharge outlet of all fans and at the supply air outlet and return air inlet to the rooftop units and packaged air conditioning units. These connections shall be of 20 ounce canvas, held tightly in place with clamping rings.
- E. **Do not** use standard duct tape. Use P-301 Peel-N-Seal or AM-401 instant tape sealant (as manufactured by Hardcast, Inc. Wylie, Texas) for all duct joints not exposed to weather. For underground or ducts exposed to the weather use Hardcast Dt-Tape and RTA-50 adhesive for outdoor use.

2.16 FLEXIBLE DUCT:

ThermaFlex MKA, factory fabricated and assembled consisting of an inner sleeve of continuous vinyl-coated spring steel helix, fused to a continuous layer of vinyl-coated fiberglass mesh, encased in a 1-1/4" thick fiberglass blanket insulator, sheathed with reinforced mylar/neoprene laminate. Flexible duct shall be rated with maximum working velocity of 2400 fpm and shall be U.L. listed with UL181 standards as Class I duct and shall comply with NFPA standard #90A. Geneflex Type SLR-25 approved as equal.

2.17 FIRE DAMPERS:

To be labeled. Must meet NFPA standard 90A requirements. Installed through fire walls with 16 ga. steel sleeve attached to ducts with "S" clips. Fire dampers to have minimum of 90% free area for low pressure ducts. Use 160 degree fusible link for supplies.

2.18 GRILLES AND REGISTERS:

All grilles and registers to be of the size, make, finish and manufacturer as specified on the grille schedule shown on plans. All exterior wall louvers and penthouses are to have an anodized aluminum finish, color to be selected by Architect unless otherwise identified on the plans. Carnes, Titus and Metal*Aire are approved in name only and must comply with the plans and specifications.

2.19 EXHAUST AND VENTILATING SYSTEM:

Furnish and install a complete exhaust and ventilating system as shown in the drawings and called for in the equipment scheduled on plans.

2.20 EXISTING CONDITIONS:

The existing piping, conduit ductwork, etc., have been referenced to original plans and on-job observations. If during construction radically different conditions are found, the Contractor shall so notify the Architect or Engineer and on-the-job corrections shall be made. Note the contractor shall verify that the water pressure at the site is sufficient to operate the flush valves specified before ordering the valves and water closets. All flow lines of existing drainage lines shall be verified before beginning excavation for new piping. Verify all site grades before beginning excavation to assure proper covering of new piping.

2.21 BUILDING CODES:

This project is to be installed to satisfy the applicable current International Mechanical, Plumbing, Fuel & Gas, Building, Fire Codes and NFPA (I.B.C., I.M.C., I.F.C., I.F.G.C., & I.P.C.). The mechanical contractor for this project is to be one who shall be totally familiar with these codes. The contract documents (plans and specifications) are not step by step instructions. Their intent is to establish the minimum standard of performance that is acceptable for this project. If any system, device, piping, etc. is not mentioned in the contract documents and is required to meet the Codes and any applicable local city, county or state codes, the Contractor shall install the item per code as part of the base contract with no additional compensation.

END OF SECTION

SECTION 26 05 11 GENERAL ELECTRICAL

PART 1

1.01 **GENERAL:**

The General Conditions of specifications and all preceding sections bound herewith are included in and made a part of these sections.

1.02 **NOTICE TO BIDDERS:**

All parties bidding on this work shall be sure that they understand all requirements of the plans, details, these writings and local conditions thoroughly, for each will be bound by all things appearing therein, should the contract be awarded him, and in case of any conflict, discrepancy, obscurity or uncertainty, he shall apply to the engineer in writing for a correct interpretation before submitting his bid.

1.03 **MATERIAL SUBMITTALS:**

- A. All specified equipment and material shall be submitted to include associated items required for complete installation.
- B. Acceptance, corrections or comments made on submittals and/or shop drawings during review do not relieve the contractor/supplier from compliance with the specifications. This check is only for review of general conformity with the design concept of the project and general compliance with the information given in the contract documents. The sub-contractor or supplier is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction and coordinating his work with that of all other trades (unless specifically stated otherwise in the contract documents).

1.04 **COOPERATION:**

- A. This Contractor shall promptly report to the General Contractor any conditions which might prevent prompt and proper installation of work, or make it unsuitable to connect with or receive work of others. Failure to so report shall constitute acceptance of the work as being fit and proper for completion of this work.
- B. In general, the following priorities shall prevail:
 - 1. Ductwork
 - 2. Building Drainage
 - 3. Piping
 - 4. Electrical

1.05 **MATERIAL OTHER THAN THOSE SPECIFIED:**

Any substituted item, equipment, system etc. shall be of equal or superior design & performance to the specified items in ALL aspects. Any substitutions are to be compliant with the project and it will be the contractor's responsibility to ensure that all equipment will function and perform as intended. All systems, items, equipment, materials etc. required to meet the intent, and function shall be provided:

- A. The base bid and alternate shall include all items as they are specified or detailed in the drawings or approved equals.
- B. Where several manufacturers are listed for one use, the contractor may select any of those specified.
- C. A request for consideration of items other than those specified, which are to meet or exceed the plans and specification, may be made to the engineer in writing until ten (10) days before bid date. An Addendum will then be issued listing any

materials which may have been accepted. There will be no subsequent substitutions.

- D. In those cases where an equal product is allowed, the decision as to quality rest with the engineer.

1.06 CLEANING:

- A. All lighting fixtures, lenses, and panels, shall be cleaned of all dirt, scratches, etc.
- B. All Electrical Equipment, Panel & Switchboards, Disconnects, Transformers, Starters, Contactor Enclosures etc.

1.07 AS BUILT DRAWINGS:

- A. Deliver to architect upon completion of work two (2) complete sets of contract drawings (white prints) marked up to show all deviations from indicated installations. Markings shall include:
1. Changes in routings of concealed piping.
 2. Changes in electrical circuitry and home runs.
 3. Other changes to concealed work which affect future maintenance and repair operations.

1.08 GUARANTEE:

The Contractor shall guarantee all work, materials and equipment under these specifications for a period of one (1) year from the date of formal acceptance. Within the guarantee period, all defective equipment of installation shall be made operative to the satisfaction of the Owner without additional cost to the Owner.

PART 2

2.01 GENERAL CONDITIONS:

- A. The General Conditions bound herewith are included and made a part of this specification and contract. All of the conditions mentioned here-in shall apply except as otherwise amplified or altered in the following specifications. Particular reference is made to the paragraph pertaining to material substitution.
- B. The drawings which constitute an integral part of this contract shall serve as the working drawings. They indicate the general layout of the complete electrical system, arrangement of feeders, circuits, outlets, switches, controls, panels, service equipment, fixtures and other work. Data presented in these drawings are as accurate as preliminary surveys and planning can determine, but accuracy is not guaranteed. Field verifications of scale dimensions on plans are the responsibility of the Contractor since final locations, distances and heights will be governed by actual field conditions. Schedules of panelboards, branch circuits, motors and other equipment showing quantities, sizes, special features or auxiliary devices are for the convenience of the Contractor. Any item not specifically mentioned but is obviously necessary to make a complete working installation, or omitted from a schedule, but shown on the drawings, or omitted from the drawings, but shown in the schedule shall be furnished and installed at no extra cost to the Owner. It shall be the responsibility of the Contractor to check all MEP schedules with the drawings in order to verify all quantities and special requirements before ordering equipment.
- C. The Electrical Contractor, prior to bidding the project, shall check architectural, civil, structural, plumbing, heating and ventilating plans, schedules and specifications to avert possible installation conflicts. Prior to projects bid date, discrepancies shown on different plans and specifications, or other necessary changes shall be brought to the attention of the Architect, Contract Administrator or Engineer for a decision to resolve the conflicts.

2.02 ELECTRICAL WORK INCLUDED:

- A. The work under this contract shall include the furnishing, delivery, installation, testing and placing in operation of all equipment, materials and devices required to provide a complete electrical installation as shown on the accompanying drawings and/or set forth in these specifications.
- B. Deliver to Owner upon completion, ready for use in all respects, the following complete electrical systems and equipment:
 - 1. All disconnecting switches complete with fuses.
 - 2. Complete system of feeders, sub-feeders, and branch circuit conduit system.
 - 3. Furnish, install and connect all lighting fixtures, complete with lamps.
 - 4. Furnish and install all wiring devices.
 - 5. Furnish and install telephone service, outlets in conduit system.
 - 6. An emergency exit lighting system.
 - 7. Provide a Door Access System
 - 8. Complete functional grounding system per Grounding Sections of Specifications, as shown on plans sheets and per NEC and local code.
 - 9. Power to all equipment provided by others/owner. Coordination of which is the responsibility of this contractor.

2.03 WORK AND MATERIALS BY OTHERS:

The following work and materials will be furnished by others and is not a part of these specifications.

- A. General Contractor - Required painting and furring; concrete curbs and pads, roof openings and flashings.
- B. Mechanical Contractor - Mechanical equipment factory prewired controllers and starters, mechanical equipment motors, furnishing of all temperature controls, complete mechanical equipment and wiring and control diagrams.

PART 3 - EXECUTION

3.01 BUILDING CODES:

This project is to be installed to satisfy the most current National Electrical Code (NFPA 70). The electrical contractor for this project is to be one who shall be totally familiar with these codes. The contract documents (plans and specifications) are not step by step instructions. Their intent is to establish the minimum standard of performance that is acceptable for this project. If any system or device, etc. is not mentioned in the contract documents and is required to meet the N.E.C. the Contractor shall install the item per code as part of the base contract with no additional compensation.

3.02 TEMPORARY WIRING, LIGHTING, AND POWER:

- A. The Contractor shall make all arrangements with the Owner for temporary electrical service to the construction site, and shall provide all equipment necessary for temporary power and lighting, and pay all charges for this equipment and installation thereof. The electrical service shall be of required voltage and adequate capacity for all construction tools and equipment without overloading the temporary facilities and shall be made available without charge for power, lighting and construction operations of all sub-contractors.
- B. A temporary lighting system shall be furnished, installed, and maintained as required to satisfy minimum requirements of safety and security at all times when work is being performed by all of the various trades.

3.03 LABELING AND IDENTIFICATION:

All electrical equipment and devices shall be clearly labeled and identified.

- A. Panelboards/Swtichboards & Transformers with plastic etched nameplates, black letters on white background.
- B. All junction boxes to be marked on cover with magic marker all circuit numbers utilizing this box.

3.04 LOAD BALANCING AND READINGS:

The Electrical Contractor shall furnish the Engineer at the completion of the work an itemized list of all feeder and main service loadings including voltages and ampere readings. These readings shall be taken with building under full load. Readings shall substantiate correct voltage and balanced loads.

3.05 TESTING:

All wire and cable shall be tested after installations are completed. The test results shall meet the minimum requirements as listed in the NEC. The Engineer shall be advised when tests are scheduled to permit witnessing by the Owner and/or Engineer.

3.06 EXISTING CONDITIONS:

The existing construction has been referenced to from on-the-job observations. If during construction radically different conditions are found, the Contractor shall so notify the Architect or Engineer and on-the-job corrections shall be made. Verify all site grades before beginning excavation to assure proper covering of new piping.

3.07 LOW VOLTAGE CABLING:

ALL low voltage cabling on this project [including but not limited to] fire alarm, security, controls, telephone, network, television, cameras – is to be PLENUM rated.

3.08 TELEPHONE SYSTEM:

- A. This Contractor shall furnish and install an empty conduit system for telephones as shown on the drawings. Extend conduit to all outlets from this location or stub outlets into ceiling spaces whichever is indicated on plans. All conduit is to be ¾" with a plastic bushing.
- B. Paragraphs covering Conduit, Boxes, etc., above are applicable.
- C. All telephone plates shall match receptacle / switch plate color / material.
- D. Provide and install a blank plate for all unused telephone / communications outlets

3.09 SCOPE:

Furnish all labor, materials, tools, transportation, equipment, services, and facilities required for the complete installation of all work as shown on the plans and outlined in the specifications. The work shall also include all material, equipment, and apparatus not shown, but which are necessary to make a complete working installation of systems. The drawings and specifications are not fabrication drawings or step by step instructions. Their intent is to establish the minimum standard of performance that is acceptable for this project. All the work and every device is not necessarily described or indicated. The contractor is expected to include these

items in his bid by his foresight or with a dollar contingency amount for unforeseen expenses. The Contractor should be familiar with the architectural, structural, civil, plans etc. before making a bid. If the contractor needs step by step instructions to complete this work or if he is not familiar with the local codes or the type of systems being installed, he is advised not to submit a bid or to work on this project. Field measuring and coordinating with other trades is mandatory. The engineer does not guarantee the accuracy of the dimensions of new or existing work. Coordinate each equipment size with the location where it is to be installed before ordering. Notify engineer if space does not allow for equipment specified. All such dimensions shall be verified by the Contractor and it is his responsibility to fit all new work to existing. All off-sets and small changes in routing are considered a part of the scope of the base bid for this project and shall be approved by the Engineer or Architect before installation. It is the responsibility of the contractor to work with the city or governing agency and to satisfy their requirements. It will not be the responsibility of the architect or engineer to satisfy these requirements. The work and the material that are a part of this responsibility are to be included in the bid or price by the contractor.

END OF SECTION

DIVISION 32 EXTERIOR IMPROVEMENTS

SECTION 32 11 23 AGGREGATE BASE COURSE

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. The work shall consist of furnishing and placing one or more courses of aggregate on a prepared subgrade in accordance with these Specifications and in conformity with the lines, grades, thicknesses, and typical cross sections shown on the Drawings.
- B. Aggregate base course shall be final fill under interior floor slabs, ramps, stairs, and other concrete flatwork. Refer to Section 31 20 00, 3.02.
- C. Aggregate base course shall be final fill under exterior concrete slabs, sidewalks and pavement.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Aggregate Base: Crushed stone conforming to material specified as Type 1 aggregate base by the Missouri Department of Transportation and produced by an approved source. Aggregate shall be mechanically crushed limestone or dolomite, graded to the following gradation ranges:
 - 1. Amount by weight passing on:
 - 1. 1 inch sieve: 100%
 - 2. ½ inch sieve: 60-90%
 - 3. No. 4: 40-60%
 - 4. No. 40: 15-35%
 - 2. Plasticity Index: Not greater than 6 for material passing No. 40 sieve.
 - 3. Material shall be delivered with sufficient moisture content to provide specified densities when compacted.

PART 3 EXECUTION

3.01 SUBGRADE

- A. All work on that portion of the subgrade on which the base is to be constructed shall be completed in accordance with the requirements of these Specifications prior to the placing of any base material on that portion. Aggregate base shall not be placed on a frozen subgrade.

3.02 PLACING

- A. The maximum compacted thickness of any one layer shall not exceed six (6) inches. When the specified compacted depth of the base course exceeds six (6) inches, the base shall be constructed in two or more layers of approximately equal thickness. Preliminary compaction shall be performed by means of pneumatic-tired rollers. After preliminary compaction has been secured, finish compaction shall be carried to completion by means of self-propelled steel-wheeled rollers weighing not less than ten (10) tons. Shaping and compacting shall be carried on until a true, even, uniform base course of proper grade, cross section, and density is obtained. Proper moisture content shall be maintained by wetting the surface or allowing it to dry as required during shaping and compacting operations. The use of excess water, resulting in runoff or in the formation of a slurry on the surface shall be avoided. The aggregate base shall be compacted to a minimum of one hundred (100) percent of the maximum density at optimum moisture content. Compaction in building areas and other confined spaces shall be carried to completion by means of powered plate compactors.

3.03 TESTING

- A. The compacted base shall be tested for in-place density by ASTM Method 2950, latest revision, at the rate of one (1) determination for each 1,500 square yards of base surface.

END OF SECTION

SECTION 32 16 00 CURB & GUTTER, SIDEWALKS, AND EXTERIOR CONCRETE SLABS

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. This work shall consist of construction of all exterior curbs and gutter, sidewalks, equipment pads, aprons for vehicular traffic, and miscellaneous concrete slabs.
- B. For aggregate base course refer to Section 32 11 23.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete: 3000 psi ready-mixed concrete (5% to 8% air-entrained) in accordance with Section 03 30 00 of these Specifications, except aprons for vehicular traffic shall be 4000 psi concrete (5% to 8% air-entrained).
- B. Reinforcement: Steel bars and steel welded wire fabric in accordance with Section 03 30 00 of these Specifications.

PART 3 EXECUTION

3.01 PLACEMENT AND FINISH

- A. Mix, place, reinforce, finish, and cure concrete in accordance with Section 03 30 00 of these Specifications.
- B. For Sidewalks, Aprons, and Pads: Provide ½" premolded asphalt expansion joint material full depth of concrete at intervals not exceeding 30 feet and where abutting curbs, pavings, and buildings.
- C. Form Edges. Moisten fill before placing concrete.
- D. Construct walks and pads 4" thick. Place steel reinforcement 2" below top surface. Concrete shall be rodded and tamped at the form line to produce a consistent smooth edge when forms are removed. Apron thickness shall be as indicated on the Drawings.
- E. Construct concrete paving 8" thick (non-reinforced) over 4" compacted crushed stone base over compacted soil. Saw cut joints as shown on drawings.
- F. Texture sidewalks and pads with "light broom finish" after hard steel trowel surfacing.
- G. Tool edges, cross-score to ¼ depth of slab at uniform intervals as shown on the Drawings. In areas not shown, cross-scoring shall be on five foot centers.
- H. Form curb and gutter to elevations indicated. Reinforce as indicated.
- I. Provide ½" premolded asphalt expansion joint material as called for on curb and gutter details. See details for control and expansion joint placement.
- J. For curb and gutter, broom finish by drawing fine-hair broom across concrete surface. Repeat operation, if required, to provide fine line texture.

END OF SECTION

SECTION 32 92 00 SEEDING

PART 1 GENERAL

1.01 REFERENCES

- A. General Conditions and Special Conditions of the Contract and Division 1 of the Specifications are a part of this Section as if stated in full herein.

1.02 SUMMARY

- A. Work included: Provide seeding of areas indicated on the Drawings and areas that are disturbed by earthwork and other construction under this contract.

1.03 QUALITY ASSURANCE

- A. Certificates:
 - 1. Require certificates required by law to accompany shipments of seed.
 - 2. Upon completion of the installation, deliver certificates to the Architect.

PART 2 PRODUCTS

2.01 HYDRO-SEEDING

- A. Provide hydro-seed which is:
 - 1. Mixture shall be 50% Merion or Windsor Bluegrass, 30% Perennial Rye, 20% Red Fescue seed, 1 ton of straw mulch per acre, 10 lbs. per 1,000 sq. ft. of 13-13-13 fertilizer, tacifier, and cellulose mulch.
 - 2. Spray apply hydro-seed mixture to soil evenly, providing complete coverage.

2.02 OTHER MATERIALS

- A. Provide stakes, netting, and other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect. Refer to Section 31 25 00.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 TOPSOIL AND FINE GRADING

- A. Spreading topsoil and fine grading is specified under Section 31 20 00.
- B. Rake topsoil smooth and free from soil lumps, rocks, sticks, and other deleterious material.

3.03 REPLACEMENTS

- A. At the end of the first full growing season all plant material shall be in a healthy growing condition.
- B. During the first full growing season should the appearance of any seeded area indicate failure to germinate, immediately reseed without additional cost to the Owner.
- C. Replacements required because of vandalism or other causes beyond control of the Contractor are not part of the Contract.

END OF SECTION