



DISTRICT OFFICE
Rock Port R-2 School District
600 S. Nebraska St., Rock Port, MO 64482
Phone 660.744.6296
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www.rockport.k12.mo.us

ROCK PORT R-II SCHOOL DISTRICT: HIGH SCHOOL GYMANSIUM ADDITION

Project Manual
Project No. 1307.04 - 002

September 2, 2014



Cost Planning and Management International, Inc. – Des Moines, IA





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CPMI

Cost Planning and Management International, Inc. – Des Moines, IA

HTK 
ARCHITECTS P.A.

ARCHITECT'S PROFESSIONAL SEAL

The drawings, specifications, and other documents referenced in the enclosed Table of Contents for this project (identified in the header above) have been prepared by or under the direct supervision of the following licensed architect(s), with the exception of the following: portions of Divisions 0 and 1, the entire Divisions 21-28 specifications, and the drawings identified as "Civil", "Structural", "Mechanical", "Plumbing" and "Electrical". Those documents pertain directly to the work of the consultants involved with this project, who will separately identify and seal the work for which they are responsible.



I, Katrina M, Gerber hereby specify that the documents to be authenticated by my seal are limited to:

DRAWINGS

DE1011,E101, E102, E200, E201, MP101, M101, M201, M301, P101, P102, P201,

SPECIFICATIONS

220500, 220523,220529,220553,220719,22116,22119,221316,221319,224000,
230100,230500,230553,230593,230713,230900,231123,233113,233300,233423,233713, 237413, 238126,
260519,260526,260529,260533,260553,260923,262200, 262416, 262200,262726,262816,265100,275123 283111



MECHANICAL AND ELECTRICAL ENGINEERS' PROFESSIONAL SEALS

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PARTIAL LIEN WAIVER

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PROJECT MANUAL
Project No. 1307.04 - 002
Date: September 2, 2014

PROJECT
Rock Port R-II – High School Gymnasium Addition

OWNER
Rock Port R-2 School District
600 S. Nebraska St.
Rock Port, MO 64482
(660) 744-6296
Fax: (660) 744-5539

CIVIL ENGINEER
CFS Engineers
9229 Ward Parkway, Suite 110
Kansas City, MO 64114
(816) 333-4477
Fax: (816) 333-6688

ARCHITECT
HTK Architects, P.A.
9300 W. 110th St., Suite 150
Overland Park, Kansas 66210-1443
(913) 663-5373
Fax: (913) 663-5270

CONSTRUCTION MANAGER
CPMI, Inc.
300 East Locust, Suite 300
Des Moines, IA 50309
(515) 244-1166
Fax: (515) 244-5040

STRUCTURAL ENGINEER
Bob D. Campbell & Company, Inc.
4338 Belleview
Kansas City, Missouri 64111
(816) 531-4144
Fax: (816) 531-8572

MEP&T ENGINEERS
BGR Engineers
908 Broadway, 2nd Floor
Kansas City, MO 64105
(816) 842-2800
Fax: (816) 842-4884

SECTION 001100 - INVITATION TO BIDDERS

Sealed bids for the **Rock Port R-2 School District – High School Gymnasium Addition Project** will be received at the Office of the Superintendent, 600 South Nebraska Street, Rock Port, MO 64482 until **2:00 PM local time on 25 September 2014** for all listed packages.

A Pre-bid conference and tour will be held on 16 September 2014 at 3:30 am at the Office of the Superintendent at the above address.

The project is an approximately 14,000 sf, single story, pre-engineered gymnasium addition at the site of the Rock Port High School in Rock Port, Missouri. The work includes the elements described by the packages listed below.

Bidders may submit bid(s) on any bid package or combination of bid packages. Bidders may submit any number of bids and in any combination of packages

Bids will be received for the following construction packages:

| | | | |
|------|-----------------------------------|------|--------------------|
| CP 1 | Aggregate Piers | CP 5 | Telescoping Stands |
| CP 2 | Multiscope (General Construction) | CP 6 | Mechanical |
| CP 3 | Metal Building Systems | CP 7 | Electrical |
| CP 4 | Wood Athletic Floor | | |

Award will be made to the lowest responsive bidder in each package or combination of packages which comprise the entire scope of the work. The Owner reserves the right to reject any and all bids and to waive any minor irregularity in any proposal. Each Bid shall be submitted on the form provided with the Bidding Documents. No oral, facsimile, electronic, telegraphic or telephonic bids will be considered.

The bid shall be accompanied by a Bid Security in the amount of five percent (5%) of the Bid. If the bidder submits multiple bids they are required to submit one bid security with a value of 5% of the highest bid submitted.

The successful bidder shall be required to furnish a payment and performance bond each in the amount of 100% of the value of the contract and certificates of insurance.

Complete bid sets can be purchased from Drexel Technologies, 10840 West 86th Street, Lenexa, KS, Phone (888) 202-1301. Bid documents may be viewed on-line at www.drexeltech.com. Postage, delivery or like charges shall be paid for by the Bidder, or plans may be picked up at the above address. The following information is required to obtain documents: Company name, mailing address, street address, name of contact person, phone and facsimile numbers. Documents will be available after 4 September 2014.

Bidding documents may be examined at the following locations:

1. CPMI, 300 E. Locust, Suite 300, Des Moines, IA 50309
2. Rock Port R-2 School District, Office of the Superintendent, 600 S. Nebraska St., Rock Port, MO.
3. HTK Architects, 9300 W 110th Street, Suite 150, Overland Park, KS.

All contractors and subcontractors are required to conform to the State of Missouri, Division of Labor Standards, Atchison County Wage Order as published in the Project Manual.

SECTION 002100 - INSTRUCTIONS TO BIDDERS

PART 1 - DEFINITIONS

- 1.1 **Bidding Documents** include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bids, Instructions to Bidders, and the Bid Form. The proposed Contract Documents consist of the Drawings, Specifications/Project Manual and all Addenda issued as part of the bidding process.
- 1.2 **Definitions** set forth in the Contract Documents are applicable to the Bidding Documents.
- 1.3 **Addenda** are written or graphic instruments issued by the Architect prior to the Bids Due date which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.4 **A Bid** is a complete and properly signed offer to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- A “single package” bid is a Bid for the Work of one package (See Section 011000 Summary of Work for a listing of the Packages).
- A “combined package bid” is a Bid for the Work of two or more packages (See Section 011000 Summary of Work for a listing of the Packages).
- 1.5 **Owner** is the Rock Port RII School District.
- 1.6 **Construction Manager** is CPMI, 300 E Locust, Suite 300, Des Moines, IA 50309. Ph: (515) 244-1166. Fax: 515-244-5040
- 1.7 **Architect** HTK Architects, 9300 W 110th Street, Suite 150, Overland Park, KS 66210. Phone: (913) 663-5373.
- 1.8 **A Bidder** is a person or entity who submits a Bid.
- 1.9 A reference to the masculine shall also mean the feminine, and the singular shall also refer to the plural.

PART 2 - BIDDER'S REPRESENTATIONS

- 2.1 The Bidder, by making a Bid, represents that:
- 2.1.1 The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.
- 2.1.2 The Bidder has read and understands the Bidding Documents for other portions of the Project, if any, being bid concurrently or presently under construction to the extent that such documentation relates to the Work for which the Bid is submitted. No consideration will be granted for any alleged misunderstanding of the material, article, or piece of equipment to be furnished or work to be done, it being understood that the tender of a Bid carries with it the agreement to all items and conditions referred to herein or indicated in the Contract Documents.

- 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.
- 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

PART 3 - BIDDING DOCUMENTS

3.1 Document Use and Availability

- 3.1.1 Bidders may obtain documents according to the provisions of the Notice to Bidders.
- 3.1.2 The issuing party or Owner, in making copies of the Bidding Documents available on the above stated terms, does so only for the purpose of obtaining bids on the Work and does not confer a license for, or grant any other use of the documents.
- 3.1.3 Bidders shall use complete set of Bidding Documents in preparing bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 Interpretation/Corrections

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other and with other work being bid concurrently or presently under construction to the extent that it relates to the work for which the Bid is submitted, shall examine the site and local conditions, and shall report to the Architect errors, inconsistencies or ambiguities discovered.
- 3.2.2 Bidders requiring clarification or interpretations of the bidding documents shall make a written request to Architect no later than 18 September 2014.
- 3.2.3 Any interpretations, corrections or changes to the Bidding Documents will be made by Addenda. Interpretations, corrections or changes made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.3 Substitutions

- 3.3.1 No substitution will be considered unless a written request for approval, as described above, has been received by 18 September 2014. Such requests must be directed to the Architect.
- 3.3.2 The burden of proof of the merit of the proposed substitution is upon the Bidder. The Owner's decision of approval or disapproval of a proposed substitution shall be final. Any approved substitution shall be made by written addendum.
- 3.3.3 Where the Contractor chooses to use an approved substitution but other than one shown on the details or specified, the Contractor shall be responsible for the coordination of any necessary changes in other work, and shall bear the cost of such changes.

3.4 Addenda

- 3.4.1 Addenda will be mailed or delivered to all those who are on the initial bid list and who have received a complete set of Bidding Documents and others who may request them.

- 3.4.2 Each Bidder shall ascertain prior to submitting a bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the bid.
- 3.4.3 It shall be the Bidder's responsibility to make inquiries as to the number and content of addenda issued. All addenda issued during the time of bidding shall become part of the Contract Documents, and all Bidders shall be bound by such addenda, whether or not received by the Bidder.

PART 4 - BIDDING PROCEDURES

4.1 Form and Style of Bids

- 4.1.1 Bids shall be submitted on the forms supplied by the Owner.
- 4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.
- 4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in figures, and in case of discrepancy between the two, the amount most favorable to the Owner shall prevail.
- 4.1.4 Fill in all blanks on the form with typewriter or ink using "N/A" or "No Bid" in blanks for which a sum is not applicable. If no entry is made or "Not Applicable" or similar terminology is used the amount will be considered as zero (\$0) dollars.
- 4.1.5 Interlineations, alterations and erasures must be initialed by the signer of the Bid.
- 4.1.6 Bidders shall make no stipulations on the Bid Form nor qualify a Bid in any manner, which is not specified or provided in the Bid Form.
- 4.1.7 The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. The Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 Bid Security

- 4.2.1 No bid will be considered, unless it is accompanied by a certified check or acceptable Bid Bond payable without condition to the Owner, in an amount not less than five percent (5%) of the maximum bid submitted. The certified check or Bid Bond which must accompany each bid is required as a guarantee that the Bidder will enter into a contract with the Owner for the work described in the Bidding Documents and furnish certificates of insurance as specified after notice by the Owner of an intent to award a contract to Bidder.
- 4.2.2 The Bid Bond shall be written on AIA Document A310, Bid Bond, or other form acceptable to the Owner, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
- 4.2.3 The Owner will have the right to retain the bid security of the three lowest Bidders until either (a) the Contract has been executed, or (b) 45 days after Bid opening, or (c) all Bids have been rejected, whichever comes first. The Bid Security of other Bidders will be returned within a reasonable time after the opening of bids.

4.3 Submission of Bids

- 4.3.1 The signed Bid Form and the Bid Security shall be enclosed in the sealed opaque envelope. The envelope shall be addressed to the Owner and shall be identified with the **project name, and the Bidder's name and address, bid package and description for which the bid is submitted.**
- 4.3.2 All bids shall be made and submitted on unaltered forms provided by the Owner, and shall be subject to all requirements of the Contract Documents.
- 4.3.3 Bids shall be received at the District Office of the Rock Port R-2 School District, 600 S. Nebraska Street, Rock Port, Missouri, no later than 2:00 PM. local time on 25 September 2014. Bids received after that time and date will not be considered and will not be returned. The Bidder shall assume full responsibility for timely delivery, including verification of mailing address and zip code.
- 4.3.4 Oral, facsimile, telephonic or telegraphic bids are invalid and will not receive consideration.

4.4 Modification or Withdrawal of Bid

- 4.4.1 A bid may not be modified, withdrawn or canceled by the Bidder for a period of Forty-five (45) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.
- 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice received by the Owner. Such notice shall be in writing over the signature of the Bidder.
- 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- 4.4.4 Bid security shall be in an amount not less than 5% of the Bid as modified or resubmitted.

PART 5 - CONSIDERATION OF BIDS

5.1 Opening of Bids

- 5.1.1 The properly identified bids received on time will be opened publicly and the Bidder names and bid amounts will be read aloud.

5.2 Rejection of Bids

- 5.2.1 The Owner reserves the right to reject any or all bids, or parts of such bids, and to waive minor informalities or irregularities in bidding.

5.3 Acceptance of Bid (Award)

- 5.3.1 The Owner intends to award a Contract to the lowest responsible Bidder(s), provided the Bid(s) has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- 5.3.2 The Owner shall have the right to determine the low Bidder(s) on the basis of the Base Bid alone or the Base Bid plus any alternates or combination of alternates, at the Owner's discretion.

PART 6 - POST-BID INFORMATION

6.1 Submittals

- 6.1.1 The Bidder shall, within ten (10) days or sooner after receipt of the intent to award a Contract, furnish to the Owner in writing all requirements of the contract documents:
 - 6.1.1.1 A Construction Progress Schedule and schedule of values.
 - 6.1.1.2 Certificates of Insurance indicating compliance with the insurance requirements.
 - 6.1.1.3 Payment and Performance Bonds.
 - 6.1.1.4. List of subcontractors proposed to be used for each principal portion of the Work.
 - 6.1.1.5. Other required submittals as described in these Documents.

6.2 Return of Documents

- 6.2.1 All unsuccessful bidders shall return Bidding Documents within ten (10) days after bid opening. Return Documents to CPMI, 300 E. Locust, Suite 300, Des Moines, IA 50309 or to CPMI's site office at the Project site. Unsuccessful bidders who have not returned drawings by this time shall forfeit their bid deposit.

PART 7 - PERFORMANCE BOND AND PAYMENT BOND

7.1 Bond Requirements

- 7.1.1 The successful Bidder will be required to furnish a Performance Bond and a Payment Bond, each in an amount equal to the contract sum, and list the name and address of Surety and Bidder. Bonds will be for the purpose of ensuring that the selected contractor will fulfill completely the terms of the contract executed between itself and the Owner and pay all obligations arising thereunder. The surety or sureties providing the bonds must be acceptable to the Owner.
- 7.1.2 The cost for such bonds will be included in the bid.

7.2 Time of Delivery and Form of Bonds

- 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than ten (10) days after receipt of the Intent to Award letter.
- 7.2.2 Unless otherwise provided, the bonds shall be written on Performance Bond and Payment Bond forms AIA Document A312. Each bond shall be written in the amount of the Contract Sum.
- 7.2.3 The Contract will not be signed until the Owner has received the proper bonds specified under this Article, issued by a bonding company licensed to do business in the State where the construction will take place, and on the current list of Companies Holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- 7.2.4 Duly executed notarized and updated Acknowledgments of both the Principal and Surety and Surety's Power of Attorney must be attached to each of the two required bonds.

PART 8 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

- 8.1 Form to be used.
 - 8.1.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be AIA Document A132-2009, Standard Form of Agreement between Owner and Contractor CMA.
- 8.2 Contract.
 - 8.2.1 No contract shall exist between the Owner and Contractor until the form specified in paragraph 8.1.1 has been fully executed by both parties.

PART 9 - EEO AND AFFIRMATIVE ACTION

- 9.1 Bidders will be required to comply, as applicable, with State and Federal Equal Employment Opportunity and Affirmative Action Requirements.

PART 10 - BID PREFERENCE

- 10.1 All Bidders shall certify their state or foreign country of residence by completing the official address section of the Form of Bid.

PART 11 - SALES AND USE TAX

- 11.1 Bidders shall not include Missouri sales and/or use taxes and local option taxes in their bid. The Owner will issue a certificate of exemption for contractors and subcontractors to purchase materials free from State Sales and Use Taxes. Refer to Article 3.6 of the General Conditions of the Contract.

END OF SECTION 002100

SECTION 004200 - FORM OF (BID) PROPOSAL

**ROCK PORT R-2 SCHOOL DISTRICT
HIGH SCHOOL GYMNASIUM ADDITION**

TO: Rock Port R-2 School District Board of Directors

FROM: (Bidder's Name) _____

The undersigned Bidder, in response to your Notice to Bidders for the above named project and having examined the Drawings, Specifications and other Bidding and Contract Documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the proposed Contract Documents, within the time set forth in the Contract Documents, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required for this Package(s) under the proposed Contract Documents, of which this Bid is part.

1.0 BID IDENTIFICATION

This bid is accordance with the scope of work as described in section 011000-Summary of Work. Check the applicable package(s) of the work included in your proposal.

- | | | | |
|-------------------------------|-----------------------------------|-------------------------------|--------------------|
| <input type="checkbox"/> CP-1 | Aggregate Piers | <input type="checkbox"/> CP-5 | Telescoping Stands |
| <input type="checkbox"/> CP-2 | Multiscope (General Construction) | <input type="checkbox"/> CP-6 | Mechanical |
| <input type="checkbox"/> CP-3 | Metal Building Systems | <input type="checkbox"/> CP-7 | Electrical |
| <input type="checkbox"/> CP-4 | Wood Athletic Floor | | |

2.0 PROPOSAL

2.1 Bidder agrees to perform all work for the Package(s) listed above as set forth in the proposed Contract Documents and shown on the Drawings for the sum of:

TOTAL BASE BID _____

DOLLARS

_____ Use Words
(\$ _____) Use Figures

2.2 Bidder acknowledges receipt of the following Addenda which are a part of the Bidding Documents:

- | | |
|--------------------|-------------|
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ |

2.3.1 ALTERNATES

Enter the dollar amount for each applicable alternate. Alternates are as described in Specification Section 012300 – Alternates. If no change in the base bid is required or the Alternate is not applicable, indicate dollar amount as \$0. If no entry is made or “Not Applicable”, N/A or similar terminology is used for Alternate, the amount of the Alternate will be considered to be \$0. Indicate if the proposed cost is an addition or deduction to/from the base bid.

2.3.1 Alternate #1 - Resinous Flooring Add / Deduct \$ _____

2.3.2 Alternate #2 – Gymnasium Divider Curtain Add / Deduct \$ _____

2.3.3 Alternate #3 – Motorized Telescoping Stands Add / Deduct \$ _____

2.4 The undersigned Bidder states that full compliance with the proposed Contract Documents is maintained in this bid.

2.5 Accompanying this bid is the five percent (5%) Bid Security required by the Bidding Documents, the same being subject to forfeiture, in the event of default by the undersigned, in accordance with the terms of the Bidding Documents.

2.6 Bidder understands that the Owner reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.

2.7 Bidder agrees that this bid shall be good and may not be withdrawn for a period of Forty-five (45) calendar days after the public opening and reading of the bids.

3.0 THE BIDDER HEREBY CERTIFIES:

3.1 That this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

3.2 That they have not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

3.3 That they have not solicited or induced any person, firm or corporation to refrain from bidding;

3.4 That they have not sought by collusion or otherwise to obtain for themselves any advantage over any other bidder or over the Owner; and

3.5 That they will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in connection with the performance of the work.

4.0 BIDDER INFORMATION & SIGNITURE

Name of Bidder

Street

City, State, Zip

Telephone No.

Fax No.

By: _____
(Signature of Authorized Person)

Printed Name and Title

Federal Tax I.D. Number

State of Incorporation: _____
(If Applicable)

Dated this _____ day of _____ in the year _____.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

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.

Init.

Signed and sealed this day of ,

(Contractor as Principal) *(Seal)*

(Witness)

(Title)

(Surety) *(Seal)*

(Witness)

(Title)



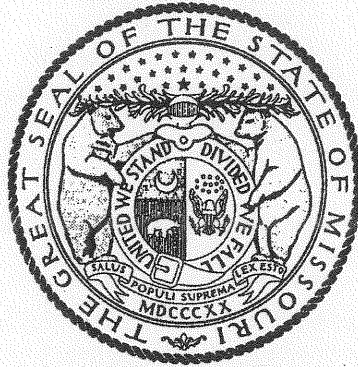
Init.

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 003

ATCHISON 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, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

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 | | | \$34.54 | 52 | 53 | \$23.13 |
| Boilermaker | 6/14 | | \$33.36 | 57 | 7 | \$27.95 |
| Bricklayer and Stone Mason | 6/14 | | \$31.79 | 54 | 1 | \$16.61 |
| Carpenter | 6/14 | | \$30.69 | 8 | 1 | \$15.05 |
| Cement Mason | 6/14 | | \$31.08 | 65 | 4 | \$17.20 |
| Communication Technician | | | \$28.00 | FED | | \$8.62 |
| Electrician (Inside Wireman) | 6/14 | | \$31.00 | 70 | 21 | \$13.90 |
| Electrician (Outside-Line Construction/Lineman) | | | \$38.60 | 125 | 65 | \$5.00 + 34.5% |
| Lineman Operator | | | \$36.54 | 125 | 65 | \$5.00 + 34.5% |
| Groundman | | | \$24.95 | 125 | 65 | \$5.00 + 34.5% |
| Elevator Constructor | 6/14 | a | \$42.940 | 26 | 54 | \$28.335 |
| Glazier | | | \$16.98 | FED | | \$0.67 |
| Ironworker | 6/14 | | \$27.50 | 50 | 4 | \$27.35 |
| Laborer (Building): | | | | | | |
| General | 6/14 | | \$24.11 | 115 | 1 | \$12.20 |
| First Semi-Skilled | 6/14 | | \$24.31 | 115 | 1 | \$12.20 |
| Second Semi-Skilled | 6/14 | | \$24.46 | 115 | 1 | \$12.20 |
| Lather | | | USE CARPENTER RATE | | | |
| Linoleum Layer and Cutter | 6/14 | | \$33.82 | 46 | 67 | \$15.05 |
| Marble Mason | 6/14 | | \$33.76 | 25 | 4 | \$14.66 |
| Marble Finisher | | | \$23.32 | 25 | 4 | \$9.15 |
| Millwright | | | USE CARPENTER RATE | | | |
| Operating Engineer | | | | | | |
| Group I | 6/14 | | \$35.35 | 85 | 4 | \$15.01 |
| Group II | 6/14 | | \$34.54 | 85 | 4 | \$15.01 |
| Group III | 6/14 | | \$28.99 | 85 | 4 | \$15.01 |
| Group III-A | 6/14 | | \$33.20 | 85 | 4 | \$15.01 |
| Group IV | | | | | | |
| Group V | 6/14 | | \$30.59 | 85 | 4 | \$15.01 |
| Painter | 7/14 | | \$22.90 | 34 | 13 | \$11.51 |
| Pile Driver | | | USE CARPENTER RATE | | | |
| Pipe Fitter | | | \$40.08 | 2 | 33 | \$19.07 |
| Plasterer | 6/14 | | \$30.75 | 68 | 4 | \$14.95 |
| Plumber | | | \$33.50 | 107 | 34 | \$18.85 |
| Roofer \ Waterproofer | 6/14 | | \$27.50 | 96 | 4 | \$14.11 |
| Sheet Metal Worker | | | \$36.07 | 16 | 22 | \$18.32 |
| Sprinkler Fitter - Fire Protection | 6/14 | | \$31.75 | 33 | 19 | \$18.90 |
| Terrazzo Worker | 6/14 | | \$33.76 | 25 | 4 | \$14.66 |
| Terrazzo Finisher | | | \$23.32 | 25 | 4 | \$9.15 |
| Tile Setter | 6/14 | | \$33.76 | 25 | 4 | \$14.66 |
| Tile Finisher | | | \$23.32 | 25 | 4 | \$9.15 |
| Traffic Control Service Driver | | | \$15.35 | 48 | 49 | \$2.71 |
| Truck Driver-Teamster | | | | | | |
| Group I | | | \$20.03 | 99 | 59 | \$4.25 |
| Group II | | | | | | |
| Group III | | | \$20.08 | 99 | 59 | \$4.25 |
| Group IV | | | | | | |

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

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

**REPLACEMENT PAGE
ATCHISON 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. 2: Means the maximum of eight (8) hours shall constitute a day's work beginning at 8:00 a.m. to 12:00 noon, 12:30 p.m. to 4:30 p.m. The maximum work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. Because of traffic, parking or other circumstances, the hours of work on any project may be any continuous 8½ hours period (8 hours of work plus 30 minutes for lunch) between 7:00 a.m. and 4:30 p.m. When circumstances warrant and when it is mutually beneficial and agreed to, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of 7:00 a.m. and 6:00 p.m. Monday through Thursday, with one-half (½) hour allowed for a lunch period each day. Friday may be used as a make-up day. After ten (10) hours in a workday, or forty (40) hours in a workweek, overtime shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Overtime performed Monday through Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sundays and recognized holidays shall be paid at the double (2) time rate of pay. Labor Day shall be paid at triple (3) time. Shift work may be performed at the option of the Contractor. However, whenever shift work is performed it must cover a period not less than (5) consecutive working days. 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. In the event a first shift is not required, a second and third shift employee shall receive an additional 15% of the base rate and receive pay for actual hours worked.

NO. 8: Means eight (8) hours shall constitute the regular workday from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour lunch break between 11:00 a.m. and 1:00 p.m. If an employee does not receive a lunch break between 11:00 a.m. and 1:00 p.m., the employee will be paid one-half (1/2) hour at the overtime rate. The starting time may be advanced or delayed by two (2) hours on either side of 8:00 a.m. The advanced or delayed starting time must run for a period of at least five (5) days. All work between 4:30 p.m. Saturday and 8:00 a.m. Monday and recognized holidays shall be paid for at double (2) time. All other overtime shall be at time and one-half (1½).

NO. 16: Means the regular working day shall consist of eight (8) hours of labor between 7:00 a.m. and 3:30 p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days of labor, beginning with Monday and ending with Friday of each week. Start time may be varied by two (2) hours. 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, shall be at one and one-half (1½) times the regular rate. Two (2) times the regular rate shall be paid for all hours over twelve (12) consecutive hours. When circumstances warrant and when it is mutually beneficial and agreed to by interested parties, the Employer may institute a work week consisting of four (4) consecutive ten (10) hour days, between the hours of five (5) a.m. and six (6) p.m., Monday through Thursday, with one-half (1/2) hour allowed for a lunch period each day. Friday may be used as a make-up day. The make-up day will be voluntary, and a decision not to work may not be held against the employee. When working four (4) ten (10) hour days, overtime will be paid at the time and one-half (1½) rate for the eleventh (11th) and twelfth (12th) hour, all other hours worked over twelve (12) in one day will be paid at the double (2) time rate of pay. All work performed on Saturday for the first eight (8) hours will be paid at one and one-half (1½) times the regular rate. Two (2) times the regular rate shall be paid for all hours over eight (8) consecutive hours. All work performed on recognized holidays, or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay.

NO. 25: Means regular working hours of eight (8) hours shall constitute a working day between the hours of 8:00 a.m. to 4:30 p.m. in a forty (40) hour working week of Monday through Friday. Employment on Saturday, Sunday and legal holidays, and employment before or after the regular working hours shall be considered overtime. Employment on Saturday, Sunday and legal holidays shall be paid for at twice (2) the regular hourly rate. 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 (2) the regular hourly rate.

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

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. 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. 34: Means the Employer may choose, at his discretion, to work five eight-hour days or four ten-hour days with a Friday make-up day. Overtime shall be paid after eight hours when working "five eights" and after ten hours when working "four tens", and Saturdays at time and one-half (1 ½) the base rates. Any hours worked on Sunday and recognized Holidays shall be paid at two (2) times the base rate.

NO. 39: Means a regular work day shall be eight (8) hours between 8:00 a.m. and 4:30 p.m. All labor in excess of the regular work day and all Saturday work shall be paid at one and one-half (1½) times the rate of wages, except that Sundays and observed holidays shall be paid at double (2) time rate of wages.

NO. 46: Means the regular work day shall be eight (8) hours from 6:00 a.m. to 6:30 p.m. Starting time may be between 6:00 a.m. and 10:00 a.m. The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 10:00 a.m. on Monday and ending between 2:30 p.m. and 6:30 p.m. on Friday. All hours in excess of the regular work day and work week shall be considered overtime. Overtime on days recognized as regular work days and on Saturday shall be paid for at the rate of time and one-half (1½) the regular rate. Sunday and recognized holidays shall be paid for at the rate of double time (2) for time worked. The Employer may establish a work week consisting of four (4) days, Monday through Thursday, each day consisting of ten (10) hours at straight time rate of pay. The 4-10's must run for a period of at least four (4) days.

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.

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

NO. 52: Means the regular workweek shall consist of five (5) eight (8) hour days, Monday through Friday. The regular workday shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending no later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m. The option exists for the employer to use a four (4) day, ten (10) hour work week. Days worked shall be Monday through Thursday or Tuesday through Friday. If the job requires men on duty all five (5) days, then part of the crew may work the first four (4) days and the remainder of the crew may work the last four (4) days. Hours each day shall be from 7:00 a.m. to 5:30 p.m. Interested parties on the project must agree to this clause before it may be used. Once this clause has been put into effect, it shall remain as long as the majority of the Employees on the project and the Employer agree to keep it. The four (4) day clause shall not be used to circumvent a Holiday. Except as otherwise provided, all work performed outside the regular working hours and performed during the regular work week (Monday through Friday) shall be at the following rates of pay:

Holidays-New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day (or days observed as such) shall be recognized as Holidays that shall be paid at two (2) times the regular rate of pay.

Labor Day-No work shall be performed on Labor Day except in special cases of emergency. Rate of pay shall be at three (3) times the regular rate of pay.

Overtime-Work performed outside of the regular work day (the regular work day shall consist of an eight (8) hour period, to be worked between the agreed upon starting time, and ending not later than 4:30 p.m. The agreed upon starting time shall be any time between the hours of 6:00 a.m. and 8:00 a.m., by mutual consent of the interested party's.), shall be:

- A. Hours worked Monday through Friday, the first two (2) hours of overtime will be paid at time and one-half (1½). All other overtime will be paid at the double (2) time rate.
- B. The first ten (10) hours worked on Saturday will be paid at time and one-half (1½), with all other hours to be paid at the double (2) time rate.
- C. Sundays and Holidays (except Labor Day) shall be paid at the double (2) time rate.

NO. 54: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather. When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time.

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 \$26.71 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 \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

NO. 58: Means eight (8) consecutive hours, between 6:00 a.m. and 5:30 p.m., shall constitute a day's work. Five (5) days work, Monday through Friday, shall constitute a normal work week. Work performed in excess of eight (8) hours per day or eight hours beyond normal starting time for that project excluding lunch Monday through Friday, and all work performed on Saturday, shall be paid for the rate of time and one-half (1½). When Sundays and recognized holidays are worked, the worker(s) shall be paid at the rate of double (2) time. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule at straight time. A Friday make-up day is available if time is lost due to inclement weather and at least sixteen (16) hours, but not more than thirty (30) hours, were worked during the week.

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

NO. 65: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half (3½) and five (5) hours after starting time. The starting time may be advanced by two (2) hours or delayed one (1) hour by the employer from the regular starting time. All work performed before the advanced starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or recognized holidays shall be paid at the double (2) time rate. When the start time is delayed past 9:00 a.m., the employee's pay shall start at 9:00 a.m. and all time, after the normal quitting time (5:30 p.m.), shall be paid at the overtime rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the following Saturday. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 68: Means Monday through Sunday shall constitute the work week. Regular starting time shall be 8:00 a.m., with one half hour for lunch between three and one-half and five hours after starting time. The starting time may be advanced or delayed by the employer up to one hour from the regular starting time. All work performed before the advance starting time and during the half hour lunch shall be paid at the overtime rate of time and one-half (1½). Work performed outside these hours shall be paid at the overtime rate of time and one-half (1½), except as provided otherwise below. All work performed on Sundays or holidays shall be paid at the double (2) time rate. Eight (8) hours shall constitute the work day. All work performed prior to or after the regular eight (8) hour work day, as described above, and all work performed on Saturday shall be paid at time and one-half (1½) the regular rate, except as hereinafter described. In the event that a scheduled eight (8) hour work day is missed (not including recognized holidays) because of inclement weather, then that missed work day may be made up at straight time on the Saturday in the week of the pay period. It is recognized that not all employees working on a Saturday make-up day will have worked the same number of hours during the regular work week. It is further recognized that any work after forty (40) hours must be paid at time and one-half (1½). The employer may establish a 4-10's schedule on projects (4 days with 10 hours per day at straight time). In order to use the 4-10's schedule, the employer must schedule the 4-10's for a minimum of one (1) week. If using a 4-10's schedule, a Friday make-up day is allowed.

NO. 70: Means 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 five (5) days, Monday through Friday inclusive, shall constitute a work week. The Employer may, at his discretion, vary the starting time by up to one (1) hour, either prior to or after the normal starting time. The Employer may work four (4) ten (10) hour days, either Monday through Thursday or Tuesday through Friday. Overtime will be paid for work outside of the established starting and quitting times. All overtime work between eight (8) hours and ten (10) hours on regular scheduled working days and the first ten (10) hours on Saturday, beginning at the regular starting time, will be paid at time and one-half (1½). All other overtime, on Saturday, Sunday and recognized holidays shall be paid for at double (2) the straight time rate of pay. If any of the recognized holidays fall on Friday, Saturday, Sunday or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday and Monday – if the holiday falls on Sunday or Monday) 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 before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

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

NO. 85: Means the work week shall be Monday through Sunday. Eight (8) hours shall constitute a day's work to begin between 6:00 a.m. and 9:00 a.m. and end between 2:30 p.m. to 5:30 p.m. Employees required to work during their lunch period shall receive the overtime rate. Employees shall receive time and one-half (1½) for all time they are required to work prior to their normal starting time or after eight (8) hours or normal quitting time Monday through Friday, or all day on Saturday. If an Employer has started the work week on a five day, eight hours a day schedule, and due to inclement weather misses any time, then he may switch to a nine or ten hours a day schedule, at straight time, for the remainder of that work week in order to make up for the lost time (10-hour make-up day). All work over ten (10) hours a day or over forty (40) hours a week must be paid at time & one-half (1½). Sundays and recognized holidays shall be paid at the double (2) time rate of pay. A contractor may alter the regular work week to four (4) ten (10) hour days at straight time rate of pay. To do this the scheduled 4-10's must be worked at least one full week and the regular workweek shall be Monday through Thursday with Friday being a make-up day at straight time for days missed in the regular workweek due to inclement weather. If 5-8's are being worked, Saturday may be used as a make-up day at straight time if inclement weather prevents work during the normal work week.

NO. 96: A regular workday shall consist of eight (8) working hours. Any work performed over these eight (8) hours per day shall be paid at one and one-half (1½) time the straight time rate. A regular workday may be extended to ten (10) working hours. Any work performed over these ten (10) hours per day shall be paid at one and one-half (1½) times the straight time rate. The regular work week shall begin on Monday and shall continue through Friday. Saturday shall be considered as overtime, and shall be paid for at time and one-half; Sunday and Holidays shall be paid for at double (2) time.

NO. 99: Means the regular eight (8) hour work day shall be from 8:00 a.m. to 5:00 p.m., unless one-half (½) hour is taken for lunch, and in such case, the hours of work shall be from 8:00 a.m. to 4:30 p.m. The regular work days each week shall be from Monday through Friday. Time and one-half (1½) shall be paid for all work in excess of the regular eight (8) hour work day and regular forty (40) hour work week. Double (2) time shall be paid for all work performed on Sunday and recognized holidays.

NO. 107: Means the regular work day shall be eight (8) hours from 8:00 a.m. to 4:30 p.m. with one-half (1/2) hour lunch Monday through Friday. Starting time may be adjusted by half-hour increments. Employees shall receive time and one-half (1½) for the first two (2) hours of overtime if they immediately follow or precede the normal work day, Monday through Friday, and the first ten (10) hours on Saturday. An Employee receiving the double (2) time rate of pay shall continue to do so for all consecutively worked hours on that specific job, even if these hours overlap into the following work day. All other overtime is double (2) time, including holidays and Sundays.

NO. 115: Means eight (8) hours shall constitute a normal day's work as follows: 7:00 – 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 – 4:30 p.m. Monday through Friday. The lunch break may be of sixty (60) minutes duration and quitting time delayed accordingly. Employees working before or after these specified hours shall be paid at the rate of time and one-half (1½) the regular rate of pay. Sunday and Holiday work shall be double (2) time. Employees failing to work a regular forty (40) hour week due to inclement weather may work on Saturday at the regular rate of pay. During periods of interperate summer weather, the working day may begin at 6:00 a.m. and straight time shall be paid for eight (8) hours of work.

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.

**ATICHSON 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. 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. 13: Any hours worked on Sunday and on recognized holidays shall be paid at the rate of two (2) times the base rate. The recognized holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event any of the above holidays fall on Saturday, then that holiday shall be observed on Friday. In the event any of the above holidays fall on Sunday, then that holiday shall be observed on Monday.

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. 21: 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 double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

NO. 22: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or days locally observed as such, and Sunday shall be recognized as holidays. If a holiday falls on Saturday, Friday shall be observed; if it falls on Sunday, Monday shall be observed. All work performed on holidays shall be paid at the double (2) time rate of pay.

NO. 33: All work done on New Year's Day, Memorial Day, Fourth of July, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Labor Day shall be paid at the triple (3) time rate of pay. If the holiday falls on Sunday, the following Monday will be observed; if the holiday falls on Saturday, the preceding Friday will be observed.

**ATICHSON COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 34: All work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. The recognized holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The day separating one of the above holidays from the weekend, if worked, shall be paid double (2) time. Any holiday falling on Sunday, will be observed on the following Monday, and be paid accordingly. Any holiday falling on Saturday will be observed on the preceding Friday, and be paid accordingly. When one of the above holidays falls on Tuesday, the preceding Monday will be observed as a non-working holiday. When one of the above holidays falls on Thursday, such as Thanksgiving, the following Friday will be observed as a non-working holiday. When a holiday falls on Monday, Tuesday will be observed as a non-working holiday, and when a holiday falls on a Friday, then Thursday will be observed as a non-working holiday. No work will be allowed on Labor Day, except in case of an emergency.

NO. 37: All work performed on the following observed holidays shall be paid at the double (2) time rate of wages: New Year's Day, Decoration Day (Memorial Day), Independence Day, Thanksgiving Day, and Christmas Day. No work shall be performed on Labor Day except in special cases of emergency and then only when triple (3) time is paid. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

NO. 39: No work shall be done on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. Any of these holidays falling on Sunday, the following Monday shall be a holiday, and any of these holidays falling on Saturday, the preceding Friday shall be a holiday.

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. 53: All work done on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Day or days observed as such for these holidays shall be paid at the double (2) time rate of pay. No work shall be performed on Labor Day except in special cases of emergency, and then the rate of pay shall be at three (3) times the regular rate of pay. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

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. 59: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day or any days celebrated in lieu thereof when such holidays fall on Sunday, shall be paid at the double (2) time rate of pay.

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. 67: All work performed on New Year's Day, Memorial Day, Christmas Day, Fourth of July and Thanksgiving Day, from midnight to midnight, shall be paid for at the rate of double time (2) the basic rate of pay if required to work in addition to any other pay otherwise required hereunder as holiday pay. Positively no work shall be performed on Labor Day. Martin Luther King's Birthday, Veteran's Day, and the day after Thanksgiving Day shall be considered optional holidays, and if the Employer and employees agree that work will be performed on that day, no premium pay will be required. Should any of the above holidays fall on Saturday, the holiday will be observed on Friday. Should any of the above holidays fall on Sunday, the holiday will be observed on Monday.

| OCCUPATIONAL TITLE | * Date of Increase | Basic Hourly Rates | Over-Time Schedule | Holiday Schedule | Total Fringe Benefits |
|--|--------------------|--------------------|--------------------|------------------|-----------------------|
| Carpenter | 6/14 | \$28.63 | 7 | 16 | \$15.05 |
| Electrician (Outside-Line Construction)\Lineman) | | \$38.60 | 18 | 24 | \$5.00 + 34.5% |
| Lineman Operator | | \$36.54 | 18 | 24 | \$5.00 + 34.5% |
| Lineman - Tree Trimmer | | \$20.90 | 31 | 30 | \$6.01 + 23.5% |
| Groundman | | \$24.95 | 18 | 24 | \$5.00 + 34.5% |
| Groundman - Tree Trimmer | | \$16.90 | 31 | 30 | \$6.01 + 23.5% |
| Laborer | | | | | |
| General Laborer | 6/14 | \$24.67 | 4 | 18 | \$12.36 |
| Skilled Laborer | 6/14 | \$25.02 | 4 | 18 | \$12.36 |
| Millwright | 6/14 | \$28.63 | 7 | 16 | \$15.05 |
| Operating Engineer | | | | | |
| Group I | 6/14 | \$32.19 | 5 | 15 | \$15.01 |
| Group II | 6/14 | \$31.79 | 5 | 15 | \$15.01 |
| Group III | 6/14 | \$31.79 | 5 | 15 | \$15.01 |
| Group IV | 6/14 | \$29.79 | 5 | 15 | \$15.01 |
| Oiler-Driver | 6/14 | \$29.79 | 5 | 15 | \$15.01 |
| Pile Driver | 6/14 | \$28.63 | 7 | 16 | \$15.05 |
| Traffic Control Service Driver | | \$15.35 | 27 | 26 | \$2.71 |
| Truck Driver-Teamster | | | | | |
| Group I | 6/14 | \$27.49 | 12 | 3 | \$11.65 |
| Group II | 6/14 | \$27.65 | 12 | 3 | \$11.65 |
| Group III | 6/14 | \$27.64 | 12 | 3 | \$11.65 |
| Group IV | 6/14 | \$27.76 | 12 | 3 | \$11.65 |

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.

**ATCHISON 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. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

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.

**ATCHISON COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 27: 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.

**ATCHISON 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. 26: 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.



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Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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

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

Rock Port R- II School District, a Missouri public school district
600 S. Nebraska Street
Rock Port, MO 64482

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

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

Rock Port R- II High School Gymnasium Addition
600 S. Nebraska Street
Rock Port, MO 64482

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

Cost, Planning and Management International, Inc. , an Iowa corporation qualified to do
business in Missouri d/b/a CPPI
300 East Locust, Ste.300
Des Moines, IA 50309

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

HTK Architects PA
9300 W. 110th Street, Suite 150
Overland Park, Kansas 66210

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.

This document is intended to be used in conjunction with AIA Documents A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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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 Modifications, 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.)

:

§ 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 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 the Work

Substantial Completion Date

(Row deleted)

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User Notes:

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, 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.)

It is expressly understood that time is of the essence in this Contract Further, it is understood and agreed by the Contractor that a delay in the Substantial Completion or Final Completion of Work beyond that provided for herein would cause damages to the Owner, the amount of which would be difficult, if not impossible, to estimate and prove. Accordingly if the Contractor fails to complete the Work within the period of time set forth herein and whether there is a delay in the Substantial Completion date or the Final Completion Date, subject to any time extensions permitted hereunder for excusable delays or Owner requested changes, the Contractor shall pay to Owner as liquidated damages, and not as a penalty, the stipulated sum of Five Hundred Dollars (\$500) for each calendar day or portion thereof that the Substantial Completion and/or Final Completion, as applicable, is so delayed.

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 one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 4.2 below
- Cost of the Work plus the Contractor’s Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be _____ (\$ _____), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on 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.)

§ 4.2.3 Unit prices, if any:

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

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

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

| Item | Allowance |
|------|-----------|
|------|-----------|

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§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price – NOT APPLICABLE

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

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

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

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

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

§ 4.3.6 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 (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price—NOT APPLICABLE

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

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

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

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

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

§ 4.4.6 Unit Prices, if any:

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

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.4.7 **Guaranteed Maximum Price-NOT APPLICABLE**

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

| Item | Allowance |
|------|-----------|
|------|-----------|

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

ARTICLE 5 PAYMENTS

§ 5.1 **Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance 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.

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than as provided in the General Conditions, the Owner shall make payment of the amount certified by the Construction Manager in the Application for Payment to the Contractor as provided in the General Conditions. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified by the Construction Manager shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 **Progress Payments Where the Contract Sum is Based on a Stipulated Sum**

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

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

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- .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 total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .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 ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 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 Contract Sum, less two hundred percent (200%) of such amounts as the Construction Manager recommends and the Architect determines for incomplete Work, punchlist items and unsettled claims; and
- .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 the General Conditions.

§ 5.1.4.5 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 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

n/a

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price-NOT APPLICABLE

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

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

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 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.

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price-NOT APPLICABLE

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6.4 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 Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

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- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 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 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 Final and unconditional lien waivers and releases of claims signed by Contractor and all Subcontractors providing labor or material greater than \$3,000 in value have been provided to Owner
- .4 All close-out documentation required under the Contract Documents, including all certified payrolls and affidavit of compliance with the prevailing wage laws, and copies of all warranties and equipment manuals have been provided to Owner
- .5 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment complete with all supporting documentation and close-out documents required under the Contract Documents or otherwise reasonably requested by the Owner.

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 A232–2009, 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.)

the Construction Manager

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

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(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 A232–2009.

Litigation in a court of competent jurisdiction. Venue shall lie in the Atchison County, Missouri courts.

Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

§ 7.2

Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price-NOT APPLICABLE

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract

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Documents. References to the "General Conditions" shall mean the revised AIA A232-2009 included in the Project Manual.

§ 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.)*

Prime Rate as established by the Wall Street Journal

§ 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:

§ 8.6.1 The prevailing party in any legal or alternative dispute resolution proceeding entered into to enforce the terms or provisions of this Contract shall be entitled to recover its reasonable attorneys' fees and/or legal expenses to the extent the party succeeds in such proceeding.

§ 8.6.2 Not less than the prevailing hourly rate of wages specified under Sections 290.210-290.340 (Mo. Rev. Stat.) and set out in the Wage Determination provided in Section 004343_-of the Project Manual shall be paid to all workers performing Work under this Contract.

§ 8.6.3 The Contractor shall forfeit as provided under Section 290.250 (Mo. Rev. Stat.) as a penalty to the District on whose behalf this Contract is made, One Hundred Dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, that such worker is paid less than the stipulated rates for any work done under said Contract by Contractor or any of its Subcontractors. Contractor and all subcontractors shall be required to submit certified weekly payroll sheets with their monthly invoices, showing compliance with Missouri prevailing wage laws, as well as an Affidavit of Compliance with Missouri prevailing wage law at the conclusion of the Project prior to final payment. Accurate records pertaining to wages paid all workers employed on the Project shall be kept within the State of Missouri by Contractor and each subcontractor for a period of one (1) year following final completion.

§ 8.6.4 The Contractor shall furnish both a payment bond which meets all statutory requirements for public works projects (Section 107.170 Mo. Rev. Stat.) and a performance bond in the full amount of the cost of the Work and such performance bond shall meet any and all requirements set forth in the Construction Documents. Contractor's bonds shall include such provisions as will guarantee faithful performance of the prevailing hourly wage clauses under this Contract.

§ 8.6.5 Contractor shall comply with the insurance requirements set out in Exhibit A- Contractor's Insurance Requirements attached hereto.

§ 8.6.6 Contractor represents and warrants to Owner that Contractor does not and will not employ any registered sex offenders. Prior to any entry on Owner's property by Contractor or any party claiming under Contractor, Contractor shall conduct criminal background checks through appropriate state agencies as may be standard for entities providing services to public schools, including without limitation, a thorough review of the list of registered sex offenders as provided by the applicable authorities in Missouri, Nebraska, Iowa and Kansas and to confirm that no registered sex

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offenders shall be permitted to work on the Project or enter Owner's property .Any individual who fails such check shall not be permitted to enter the premises where the Project is located or any other school district property or to work on the Project. Contractor shall include all of these requirements in its contracts with its subcontractors and suppliers.

§ 8.6.7 This is a tax-exempt project and Owner has provided Contractor a Missouri State Tax Exemption Certificate. Contract shall make all material purchases for this particular project with the Tax Exemption Certification and therefore will not incur Missouri State Sales Tax. The Owner will not reimburse the Contractor for sales tax under any circumstance.

§ 8.6.8 Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000.00) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled in and participate in a federal work authorization program with respect to the employees working in connection with the contracted services to be provided, to the Owner (to the extent allowed by E-Verify). Accordingly, the Contractor shall affirm that it is enrolled in such a federal work authorization program and shall provide a sworn affidavit to that effect, which affidavit shall also state that the Contractor does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided to the Owner. The Contractor shall also provide such documentation as is requested by the Owner to confirm the foregoing.

§ 8.6.9 Notwithstanding the fact that this Agreement is executed as of the date set forth herein, the parties recognize that portions of the services required hereunder may have already been performed prior to such date, all of which services shall be governed by the terms and conditions of this Agreement. Contractor shall not be entitled to any compensation for such prior activities and services except as expressly provided for herein. Without limiting any of the foregoing, all of the Contractor's liabilities and obligations to the Owner shall apply to all pre-execution services performed by the Contractor, notwithstanding the fact that such services may have been performed prior to the date of this Agreement pursuant to prior negotiations, representations, agreements and understandings or otherwise.

§ 8.6.10 It is the policy of the Owner that weapons (concealed or otherwise), smoking, alcohol, drugs, profanity, amplified sounds and inappropriate behavior (as defined by Owner) are not allowed on any of its job sites. The Contractor shall comply and shall cause all of its Subcontractors to comply with this policy. Violation of this policy may result in immediate dismissal of the individual and/or the contractor committing the violation. In addition, the safety of the public as well as Owner's students, faculty, administrators and staff is of utmost priority. Any individual and/or contractor with disregard for such safety will be immediately dismissed from the job site.

§ 8.6.11 To the extent applicable and if being enforced by the Missouri Department of Labor, Contractor shall comply with Section 290.550-290.580 with respect to the workers and laborers performing work on the Project and only workers and laborers from Missouri and/or nonrestrictive states shall be used on the Project.

§ 8.6.12 Contractor and all of its subcontractors shall comply with RSMo. 292.675 and provide a ten-hour OSHA construction safety program for on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within 60 days of beginning work on such project. Contractor shall forfeit as a penalty to Owner, \$2,500 plus \$100 for each employee employed by Contractor or its subcontractors for each calendar day or portion thereof that any such employee is employed without the required training

§ 8.6.13 In accordance with Section 8.280 RSMo., a preference will be given to Missouri products of mines, forest and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices.. Further, in accordance with the Missouri Domestic products Procurement Act, Section 34.350 RSMo., any manufactured good or commodities used or supplied in the performance of this Contract shall be manufactured, assembled or produced in the United States unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the Contract requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the Contract requirements, or if obtaining the specified products manufactured assembled or produced in the United States would increase the cost of this Contract for purchase of the product by more than ten percent.. **The Contractor, all subcontractors and material suppliers shall be required to comply with all provisions of the "Missouri Domestic Products Act" requiring use of products,**

materials, commodities, etc. produced in the United States, except as modified or excluded by the Act.

§ 8.6.14 Every transient employer as defined in section 285.230 RS Mo. must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

§ 8.6.15 In compliance with section 161.371 RSMo., Contractor shall establish and implement a random drug and alcohol testing program administered by a laboratory duly certified by the U.S. Department of Health and Human Services or similar agency approved by the Missouri office of administration. Said program shall require notification to the employer and employee of the results of any positive drug and alcohol test and the Owner shall be notified of the action taken to protect the safety of students as a result of such positive test. All costs of the program of screening and testing workers for alcohol and controlled substances as well as all costs for administration of such drug and alcohol testing program shall be paid by Contractor.

§8.6.16 Contractor hereby assigns to Owner any and all claims for overcharges as to goods and materials purchased in connection with this Contract resulting from antitrust violations which arise under the antitrust laws of the State of Missouri. In addition, Contractor warrants and represents that each of its first tier suppliers and subcontractors shall assign any and all such claims to the Owner..

§ 8.6.17 During the performance of this Contract, The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of this Equal Opportunity clause.

§ 8.6.18 All books, records, documents and accounting procedures and practices of Contractor relevant to this Contract shall be subject to examination by the Owner.

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 A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as modified by Owner and Contractor.

§ 9.1.2 The General Conditions are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as modified by Owner and Contractor.

§ 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.)

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

Init.

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

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

§ 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 are:

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .4 Other documents, if any, listed below:
 (List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 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.)

Exhibit A – Insurance
 Exhibit B- Everify

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009 and Exhibit A attached hereto.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.

| Type of Insurance or Bond | Limit of Liability or Bond Amount () |
|---------------------------|---------------------------------------|
| As required by Exhibit A | As required by Exhibit A |

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

By: _____
 OWNER (Signature)

By: _____
 CONTRACTOR (Signature)

 (Printed name and title)

 (Printed name and title)

EXHIBIT A
INSURANCE REQUIREMENTS

The Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the Agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A-IX or higher:

- A. Workers' Compensation and Employers Liability Insurance. Contractor shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 for each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If Contractor's Employers Liability limits are below those stated above an umbrella policy may be used to the requested limit.
- B. Commercial General Liability Insurance. Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:
- (1) Premises and Operations
 - (2) Products and Completed Operations
 - (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
 - (4) Personal Injury Liability and Advertising Injury Liability
 - (5) Explosion, Collapse and Underground Hazards
 - (6) Broad Form Property Damage (including Completed Operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for correction period stated in the Agreement.

- C. Limit of Liability. The Commercial General Liability policy limits shall not be less than:
- \$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
 - \$2,000,000 Aggregate for Products/Completed Operations
 - \$1,000,000 Personal Injury/Advertising Injury
 - \$2,000,000 General Aggregate (provide endorsement ISCO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see

Umbrella Liability section.)

- D. Additional Insured. The Owner, Architect, and all of their officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsement CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004) or equivalent shall also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.
- E. Primary Coverage. The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.
- F. Business Automobile Liability Insurance. The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner, Architect, and all of their officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner or Architect shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.
- G. Umbrella Excess Liability. The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the employers liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$2,000,000 per occurrence, \$2,000,000 aggregate.
- H. Waiver of Subrogation. The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner, Architect, and their officers, directors and employees.
- I. Certificates of Insurance. As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the

Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Architect, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

- J. Copies of Policies. Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.
- K. Errors and Omissions Insurance Professional Liability. If professional services are provided, errors and omissions insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, with the aggregate applying per project. Such insurance shall cover all services provided by Contractor hereunder. In the event the Contractor also provides construction management services, such services shall be included in the coverage. Owner may on a project-by-project basis request the Contractor to provide a "project policy" with a five-year "extended reporting period" endorsement. Such requirement shall be by written amendment to the Agreement. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the Contractor's services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage.
- L. Subcontractors. Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added.
- M. Other Insurance. The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

Exhibit B

FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 200__.

NOTARY PUBLIC

My commission expires:



AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

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 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: _____

Init.

/

Application and Certificate for Payment, Construction Manager as Adviser Edition

TO OWNER: PROJECT: Rockport APPLICATION NO: 001 DISTRIBUTION TO: OWNER
 FROM: VIA CONSTRUCTION CONSTRUCTION MANAGER
 CONTRACTOR: MANAGER: ARCHITECT
 CONTRACT FOR: General Construction VIA ARCHITECT: CONTRACTOR
 FIELD
 OTHER

PERIOD TO:
 CONTRACT DATE: / /
 PROJECT NOS: / /

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM\$ 0.00
2. NET CHANGES IN THE WORK\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)\$ 0.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)\$ 0.00

5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE\$ 0.00
 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT\$ 0.00
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE\$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE\$ 0.00
 (Line 3 minus Line 6)

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

CONTRACTOR:

By: _____ Date: _____
 State of: _____
 County of: _____
 Subscribed and sworn to before
 me this _____ day of _____
 Notary Public:
 My Commission expires: _____

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED\$ 0.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____
ARCHITECT: (NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)
 By: _____ Date: _____

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

| SUMMARY OF CHANGES IN THE WORK | ADDITIONS | DEDUCTIONS |
|--|----------------|----------------|
| Total changes approved in previous months by Owner | \$ 0.00 | \$ 0.00 |
| Total approved this month including Construction Change Directives | \$ 0.00 | \$ 0.00 |
| TOTALS | \$ 0.00 | \$ 0.00 |
| NET CHANGES IN THE WORK | \$ 0.00 | \$ 0.00 |

PARTIAL LIEN WAIVER

Received from _____, the sum

of _____ Dollars

\$_____ in payment of labor, materials and/or services furnished with respect to the following described property:

Rock Port R-2 High School Gymnasium Addition

In consideration of said payment, the undersigned represents that this payment represents the agreed contract price for labor, materials or other items specified above which was furnished by the undersigned through the date of _____, solely for the improvements constructed or being constructed at the location set forth above; that the undersigned has recorded no mechanic's or other lien against the Property; and that the undersigned has made payment in full to every subcontractor and supplier of the undersigned who in turn might be entitled to claim a mechanic's lien against the Property for any labor, materials and/or services which were furnished to the undersigned for the improvement through said date.

In consideration of the receipt of the payment above set out, the undersigned does hereby waive and release any right to a mechanic's lien against the above Property under Missouri law for any labor, materials and/or services furnished prior to the date of _____ and does hereby agree to indemnify the Rock Port R-2 Community School District for any loss, cost of expense, including reasonable attorney's fees, in the event that this certification by the undersigned contractor or supplier is untrue in any respect.

Dated: _____

Company Name

By

Title of Person Executing Certification

FINAL LIEN WAIVER

Received from _____, the sum

of _____ Dollars

\$_____ in full and final payment of labor, materials and/or services furnished with respect to the following described property:

Rock Port R-2 High School Gymnasium Addition.

In consideration of said payment, the undersigned represents that this payment represents the agreed contract price for labor, materials or other items specified above which was furnished by the undersigned through the date of _____, solely for the improvements constructed or being constructed at the location set forth above; that the undersigned has recorded no mechanic's or other lien against the Property; and that the undersigned has made payment in full to every subcontractor and supplier of the undersigned who in turn might be entitled to claim a mechanic's lien against the Property for any labor, materials and/or services which were furnished to the undersigned for the improvement through said date.

In consideration of the receipt of the payment above set out, the undersigned does hereby waive and release any right to a mechanic's lien against the above Property under Missouri law for any labor, materials and/or services furnished prior to the date of _____ and does hereby agree to indemnify the Rock Port R-2 School District for any loss, cost of expense, including reasonable attorney's fees, in the event that this certification by the undersigned contractor or supplier is untrue in any respect.

Dated: _____

Company Name

By

Title of Person Executing Certification



AIA[®] Document A232[™] – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

Rock Port R-II – High School Gymnasium Addition
600 S. Nebraska Street
Rock Port, MO 64482

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Cost, Planning and Management International, Inc.
d/b/a CPMI
300 East Locust, Ste. 300
Des Moines, IA 50309

THE OWNER:

(Name, legal status and address)

Rock Port R-II School District
600 S. Nebraska Street
Rock Port, MO 64482

THE ARCHITECT:

(Name, legal status and address)

HTK Architects PA
9300 W. 110th Street, Suite 150
Overland Park, Kansas 66210

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132[™]–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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User Notes:

(1934574891)

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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 Directive~~, (4) a written order for a minor change in the Work issued by the ~~Architect~~ Architect, or (5) Field Order. ~~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), sample forms and the Contractor's bid.~~

§ 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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their 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 other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 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. The intent of the Contract Documents is to include labor, material, equipment and services necessary for or reasonably incidental to the proper execution of the work contemplated and specified therein. In the event of conflict or

discrepancies among the Contract Documents, the interpretations will be based on the following priorities: A) The Agreement (the Contract). B) Addenda, with those of later date having precedence over those of earlier dates. C) The General Conditions of the Contract for construction. D) Specifications. E) Drawings (larger scale over small scale drawings (i.e. 1/2" scale drawings take precedence over 1/4" scale drawings).

§ 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.

1.2.2.1 The general character and scope of the Work is called for by the Contract Documents. Where a portion of the Work is fully drawn and the remainder is merely indicated, the portion fully drawn shall apply to all similar parts of the Work. Drawings intended primarily as information for one trade may not necessarily show the work of other trades, which shall not be construed as there being no related materials or adjacent work.

1.2.2.2 Figure dimensions shall be followed in preference to measurement by scale. In the event of discrepancies between Drawings and Specification or between Specifications, the intent shall be interpreted by the Architect, which shall be binding on the Contractor. Where a dimension may be missing, the Work shall be accomplished in accordance with the directions and dimensions provided by the Architect. Dimensions on Drawings, as well as detail Drawings themselves, are subject in every case to measurements of existing, adjacent, incorporated and completed work which shall be taken by the Contractor before undertaking any work dependent upon such data. Dimensions pertaining to the work shall be verified at the site by Contractor.

1.2.2.3 The Contract Documents generally do not set forth the basis for or the analysis of design. The Contractor is obligated to obtain or ascertain the intent where it is necessary for proper execution and satisfactory completion of the work.

§ 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.

1.4.1 Where specifications are of the abbreviated or "streamlined" type, they shall be construed as complete sentences, as shall notes on the drawings. Omission of words such as "the", "the Contractor shall", and "as shown on the drawings" is intentional. The words "shall" or "shall be" are to be supplied by inference. Imperative or directive instructions, directions or specifications apply and refer to the Contractor. The words "symmetrical" and "similar" are used in the general sense and need not mean "identical".

1.4.2 Where a number is specified (as for gauges, weights, temperatures, an amount of time, and similar references) and the specified number cannot be obtained, the number shall be interpreted as the next better, as available.

1.4.3 The terms "satisfactory," and "proper," in accordance with good practice, etc., shall be interpreted to mean in accordance with the provisions of the local Building Code as interpreted by the Architect. Where the Building Code is not applicable, the term shall be interpreted to mean in accordance with good accepted practice and as approved by the Architect.

§ 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

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regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, 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. All Drawings, Specifications, Shop Drawings, Product Data and Samples shall be considered property of the Owner and may not be used for any purpose other than execution of the Contract, unless authorized by Owner.

§ 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 Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The term "Owner" as used herein means the Rock Port RII Community School District, any department, agency, or board thereof under whose jurisdiction the building, structure, appurtenance, or facility falls, or any combination of same, regardless of whether or not any of the foregoing be separate legal entities for the purpose of litigation or otherwise, or regardless of whether the District, as herein before defined, be acting in concert with the Federal Government or State Government, or any branch or agency thereof or in concert or participation with any other governmental division or subdivision.

§ 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

~~**§ 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~~ three (3) copies of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall ~~contemporaneously as necessary~~ provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 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~~ three days of service of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such three day period give the Contractor a second written notice to correct such deficiencies within a second three day period. If the Contractor within such second three day period after receipt of such second notice fails to commence and continue to correct any deficiencies, 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 Construction Manager's and Architect's and their respective consultants' 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, after consultation with the Construction Manager.~~ 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 plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

§ 3.1.4 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 Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.1.5 The Contractor shall be responsible for the correct staking out of the new work on the site, and shall run the axis lines locating the work, establish correct datum points and check each line and point on the site to ensure their correctness. All such lines and points shall be carefully preserved throughout construction by the Contractor. The Contractor shall lay out all work from dimensions given on drawings. The Contractor shall take measurements and verify dimensions of existing or old work, if any, that affect the work or to which its work is to be fitted. The

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Contractor alone shall be responsible for the correctness of all measurements and shall verify all grades, lines, levels, elevations and dimensions shown on the drawings and the survey and other Owner submitted documentation. The Contractor shall report any errors or inconsistencies to the Designer prior to commencing work.

§ 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; the Contractor also represents that all Contract Documents of the Project have been examined, including those intended for work of trades not normally performed by the Contractor's own forces, and has become thoroughly familiar with all conditions which may pertain to or affect the Work under his Contract.

§ 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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 instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. 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 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 the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

§ 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. Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional costs to the Owner.

§ 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, in consultation with the Construction Manager, 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, for a period of one (1) year, unless noted elsewhere, Construction Manager, 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 with 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 Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.5.1 If within the guarantee period, repairs or changes are required in connection with guaranteed Work which, in the opinion of the Construction Manager, is rendered necessary as a result of the use of materials, equipment, or quality of work which were inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the Construction Manager and without expense to the Owner, place in satisfactory condition in every particular all such guaranteed Work, correct all defects therein and make good all damage to the building or site, equipment or contents thereof which in the opinion of the Project Manger is a result of the use of materials, equipment, or quality of work which are inferior, make good any work, material, or equipment and contents of the building or site disturbed in fulfilling any such guarantee, the Owner may have the defects corrected and the Contractor and Contractor's surety shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the Work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

§ 3.6 Taxes

The Contractor shall be liable for and pay sales, consumer, use and similar taxes for the Work or portions thereof 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. The Contractor shall also include and pay for all Federal, State and local taxes applicable to the work of this contract, which shall be included in the contract sum.

The Project is exempt from state sales taxes for the purchase of material, supplies, and tangible personal property to be incorporated or consumed in the construction of the Project. Owner will provide Contractor a Project Exemption Certificate for use in purchasing materials to be incorporated into the Project.

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

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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.

3.7.2.1 The Contractor is responsible for scheduling inspections related to the performance of their work and ensuring work is complete for inspections. Any costs associated with reinspections caused by irregularities, deficiencies or non-conforming work will be borne by the responsible contractor including all CM, Architectural and Engineering Services related to evaluation of the problem and development of an acceptable solution.

§ 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, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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, in consultation with the Construction Manager, 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, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either 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, Construction Manager, 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.~~ Work, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager 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, Construction Manager 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 and the Construction Manager's approval 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 schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager'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 Construction Manager and 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 participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 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 documents shall be available to the Architect and delivered to the Construction Manager 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 and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed ~~and 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~~ review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and 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~~ review 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 Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's ~~approval~~ review of a resubmission shall not apply to such revisions.

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§ 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

§ 3.13.1 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.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

3.13.3 The Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work).

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. 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's own forces or of other Multiple Prime 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's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner 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, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

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§ 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, Construction Manager 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, Architect, or Construction Manager. 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 through the Construction Manager.

§ 3.18 Indemnification

~~§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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 that would otherwise exist as to a party or person described in this Section 3.18.~~

3.18.1 The Contractor shall indemnify and save harmless the Owner, the Construction Manager, Architect, Engineer and all of its officers, agents and employees from all suits, actions or claims or any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, by or from the act or acts of said Contractor, or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in constructing the Work, or by or on account of any act or omissions, neglect or misconduct of said Contractor, or from any claims or amounts arising or recovered under the Workers' Compensation Law or any other law, by-law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of this Contract, as shall be considered necessary by the Owner, may be retained for the use of the Owner, or in case no money due Contractor's Surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor shall indemnify and save harmless the Owner from any and all losses caused by or on account of any claims or amounts recovered for any infringement of patent, trademark or copyright. The unauthorized for use by the Contractor of public or private property for any purpose may be considered an injury or damage to the property so used.

3.18.1.1 Duty to Notify Owner – It shall be the Contractor's duty to notify the Owner in writing immediately by service of notice upon the Owner of the existence of any claims, other than those arising under the Worker's Compensation Act, or possible claims either because of personal injury or property damage, which claims arise as a result of the Contractor's or Subcontractor's operations in the performance of the Contract.

~~§ 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 are liable, the indemnification obligation under Section 3.18 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. Further, the Contractor assumes entire and all responsibility and liability for all damages or injuries to such person and agrees to fully indemnify the Owner for any and all claims which might be made against the Owner or for which the Owner might be held liable regardless of whether it was caused in whole or in part by the Owner.~~

3.18.3 The obligations of the Contractor under this Section 3.18 shall not extend to the liability of the Construction Manager, Architect, their consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

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3.18.4 If the Contractor claims or believes that it has suffered damages, economic or otherwise, due to the acts, errors or omissions of any other Contractor of the Owner, it is agreed that such claims will be brought, if at all directly against the Contractor at fault and that the Owner shall not be a necessary part to such action. All Contractors shall be bound to this same provision and agree that to the extent that their actions interfere with or cause damage to another Contractor, that they are third-party beneficiaries of each other's contract requirements to cooperate, coordinate and not to damage each other's work or operations. This Subparagraph 3.18.4 governs any conflict with Subparagraph 1.1.2

3.18.5 Indemnification – Employee Claims, in addition to other obligation hereunder, the Contractor, to the fullest extent permitted by law, agrees to defend, indemnify, and hold harmless the Owner, its agents and employees, from all claims, damages, or liabilities arising out of or relating to injury or death of any employee of the Contractor, Subcontractor, Sub-subcontractor (of any tier) or material supplier, arising out of it, resulting from, or in any manner connected with, the execution of the Work provided for in the Contract or occurring or resulting from the use by the Contractor, its Subcontractors, Sub-subcontractors (of any tier), suppliers or employees of material, equipment instrumentalities or other property, whether the same be owned by the Owner, Contractor, or third parties and the Contractor also agrees, without limiting the generality of the foregoing, to defend, indemnify, and hold harmless the Owner, its agents and employees, from such claims, damages, or liabilities for which the Owner may be, or may be claimed to be, liable. The Contractor agrees to reimburse the owner for all costs and disbursements including attorney's fees, paid or incurred to enforce the provision of this paragraph. The Contractor, furthermore, agrees to obtain maintain and pay for such general liability insurance (including endorsements), contractually liability and employer's liability insurance (including endorsements) as will ensure the provision of Paragraph 3.18 and other contractual indemnities assumed by the Contractor under the Contract Documents to the fullest extent insurable, but not less that the coverages and limits specified in Article 11 of the General Conditions.

3.18.6 Duty to Defend – Where the Owner is joined as a party defendant in any aforesaid suit or suits, action or actions on account of any aforesaid claim or claims for any such injuries or damages arising there from or connected with the Work, the Contractor shall be obligated to fully indemnify and hold harmless the Owner from all liability therein and to further accept the tender of the defense of any such suit or suits, action or actions at the Contractor's own separate cost and expense, and if the Contractor in any such instance or instances shall unduly fail or refuse upon due notice and demand as the same may be given by the Owner to assume the defense of the Owner therein, and the Owner itself shall supply such defense then and thereupon the Contractor, shall on such account, and in addition to all other liability of the Contractor to the Owner in the premises, pay to the Owner the following sum on account and as, and for reimbursement for the Owner's costs and expenses in providing such defense, compiled and set forth herein as follows:

- 1) Reasonable Attorney's fees for any appearance in Court in each instance where the Owner is made a party to an action or is brought into a pending action as an additional party or third-party defendant, the same amount being established as a reasonable attorney's fee for appearing in any action.
- 2) All actual costs incurred by the Owner in participating in such action, including specifically investigate expenses and any costs of the Owner by reason of any discovery procedures undertaken in such action.
- 3) Reasonable attorney's fees for any appearance in Court. The Owner may retain any amount due under the Contract or any amount which shall become due under the Contract in satisfaction of any costs or charges incurred by the Owner in accordance with the foregoing schedule of charges when the Owner is required to participate in any lawsuit as hereinbefore provided growing out of or caused as a result of the operations of the Contractor, done in the performance of the Contract.

3.19 Personnel Conduct

3.19.1 The Owner adheres to the principle that all persons shall have equal opportunity and access to its facilities, activities and employment without regard to race, creed, age, sex, national origin, sexual or affectional preference or non-disqualifying handicap. It will tolerate no behavior or language toward any other person that is, or may be construed as, disrespectful, demeaning, or harassing.

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3.19.2 The Owner also expects construction personnel to be treated with courtesy and consideration. Disrespectful, demeaning or harassing behavior toward construction personnel is not to be ignored or answered in kind, but should be reported to the Owner's project representative or the CPMI office and appropriate action will be taken.

3.19.3 Cursing and foul language will not be tolerated.

3.19.4 Shirts must be worn at all times.

3.19.5 Loud personal radios are not allowed in work areas.

3.19.6 Smoking is not permitted. Chewing tobacco will not be allowed. The Contractor agrees to abide by all applicable Federal, State and City Requirements, including Rock Port RII School District policies governing smoking on the property of the Rock Port RII School District.

3.20 Use of Street – Where the conduct of the Work requires the obstruction or use of the public street, it shall be the responsibility of the Contractor to secure all necessary permits. The Contractor shall be responsible for the protection of the public in the vicinity of the Work and nothing in these specifications shall be construed to relieve the Contractor of said responsibility. Protective devices shall conform to the requirements of the entity having jurisdiction.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 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. The terms "Architect," "Architect/Engineer" and "A/E" means the Architect or the Architect's authorized representative.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. 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 and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

~~§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.~~

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **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 Construction Manager, ~~and shall contemporaneously provide the same communications to the Architect~~ about matters arising out of or relating to the Contract Documents. 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 other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

~~§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.~~

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for ~~approval-review~~. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for ~~approval-review~~. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and 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.

§ 4.2.12 The Construction Manager will prepare Change Orders, Field Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders, Field Orders or Construction Change Directives in accordance with Article ~~7.7~~ and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager ~~will assist the Architect~~ assisted by the Architect and Owner in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the ~~Architect~~ Owner a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 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.

§ 4.2.17 The Architect ~~will interpret and decide matters concerning performance under, and requirements of the Contract Documents on~~ shall provide written clarifications, interpretations and decisions in matters relating to design, specifically Specification matters relating to design specifically Specification Division 2 through 33, the Drawings, other design related information and all modifications thereto upon written request of the Construction Manager, Owner or Contractor through the Construction Manager, by the Contractor (through the Construction Manager). The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 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 so rendered in good faith.

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request 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~~ contract, contractual relations and obligations with the Contractor to perform a portion of the Work at the ~~site~~ site, and specifically includes all materials suppliers furnishing material as required by the work. 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 other ~~Multiple Prime~~ Contractors or subcontractors of other ~~Multiple Prime~~ Contractors.

§ 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 Construction Manager for review by the Owner, Construction Manager and 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 Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, 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, Construction Manager 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, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager 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, Construction Manager 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 responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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 OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other 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 the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 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.

6.1.4 The Contractor shall coordinate the Contractor's work with the work by the Owner's forces and work of each other Contractor through the Construction Manager.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime 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's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and 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 own forces or other Multiple Prime Contractors' 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, including costs that are payable to a separate contractor or to other Multiple Prime Contractors 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 delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 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, or other Multiple Prime Contractors as provided in Section 10.2.5. If the Contractor or any subcontractors or employees cause loss or damage to any separate contractor on the Work, the Contractor agrees to settle with such separate contractor by agreement or arbitration, if the separate contractor will so settle. If such separate contractor makes a claim against the Owner on account of any loss so sustained, the Owner shall notify the Contractor who shall indemnify and save the Owner harmless against any expense or judgment arising therefrom.

§ 6.2.5 The Owner and other Multiple Prime Contractors 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, other Multiple Prime 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 Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

6.3.1 If the Contractor fails to clean up to the satisfaction of the Construction Manager, after twenty-four (24) hours, written notice to the Contractor, the Owner may clean up and charge the cost to the Contractor as the Construction Manger determines to be just.

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, Field 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, Construction Manager, consultation with Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager 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~~ alone or Construction Manager. A Field Order is a written order to the Contractor issued by the Construction Manager after consultation with the Owner and Architect, and signed by the Construction Manager, which interprets the Contract Documents or orders minor changes in the work when necessary to avoid delays in the work. If the change involves a change to the Contract Sum or Contract Time, the Contractor shall provide daily Time and Material information to the Construction Manager. A Field Order will be subsequently incorporated into a Change Order.

§ 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.~~ Field Order.

7.1.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive 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.

7.1.5 The Construction Manager shall establish administrative procedures for the Changes in the Work process. Adjustments to the Contract Sum shall be based on one of the methods established in Subparagraph 7.3.3. The Contractor shall, within twenty (20) calendar days of receipt of Proposal Request, submit to the Construction Manager a quote for the Work.

7.1.6 Cost or credit for Changes in the Work, if accepted on the basis of a mutually agreed to lump sum price, shall be itemized to indicate the following: Unit quantity and unit price for materials and equipment; hours and hourly rate for labor; and, taxes insurance, overhead and profit, each separately identified.

7.1.7 Cost or credit for Changes in the Work shall be limited as provided in Subparagraph 7.3.6 and shall not include any of the following:

.1 Payroll costs and other compensation of the Contractor's officers, executives, principals of partnerships and sole proprietorships, general managers, engineers, architects, estimators, attorney, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal office or branch office for general administration of the work. All of which are to be considered administrative costs covered by the Contractor's mark-up.

.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.

.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the work and charges against the Contractor for delinquent payments.

.4 Costs due to the negligence of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable including, but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

7.1.8 The maximum that will be allowed for overhead and profit, or commission, shall be as follows, expressed as a percentage of the basic cost of change. When the work is performed by a sub-subcontractor, the sub-subcontractor shall be entitled to 10% mark-up for overhead and profit. The subcontractor shall be entitled to a 5% commission and the Contractor shall be entitled to a 5% commission. The maximum allowable on account of commission is 10% in the aggregate.

.1 To the Contractor and/or subcontractor for work performed by its own forces. Overhead and Profit 10%, Commission 0%.

.2 To the Contractor and/or subcontractor for work performed by other than its own forces. Overhead and Profit 0%, Commission 5%.

Not more than three percentages for overhead, profit and commission will be allowed. Work by subcontractor and sub-subcontractor may be divided for overhead and profit amounts as they agree upon. When the work is performed by a sub-sub-subcontractor, the sub-subcontractor and the sub-sub-subcontractor shall trade the overhead and profit amount, the subcontractor and Contractor shall each be allowed 5%.

7.1.9 The percentages allowed for overhead, profit or commission under clause 7.1.8 shall be deemed to include, and no further addition allowed for (1) field and office supervision and administration, including the field superintendent and non-working foremen; (2) general insurance, except that listed as the labor burden; (3) use or replacement of tools; (4) shop burden; (5) equipment rental (other than specifically required additional hoisting equipment, required excavating equipment or similar equipment necessary solely as a result of the change; (6) engineering and estimating costs; (7) shipping, drayage and demurrage; (8) parking charges; (9) clean up and debris removal; (10) testing; (11) permits, unless a new permit type is required; (12) home and field office expenses; (13) or any other costs except those enumerated under clause 7.1.

§ 7.2 Change Orders

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

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- .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 Construction Manager and signed by the Owner, Construction Manager 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 Construction Manager and 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 by execution of~~ 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 Construction Manager 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 Construction Manager 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 Quantities and 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.~~ The cost of subcontractor work, computed in the same way as provided for under this Subparagraph 7.3.6.
- .6 Overhead, profit or commission.
- .7 Applicable sales tax on materials, added after the above computations are complete.

§ 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 Construction Manager and 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 Construction Manager ~~and Architect~~ will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager ~~and Architect~~ determine to be reasonably justified. The 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 Construction Manager ~~and 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 Construction Manager shall 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 issued through the Construction Manager 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-Final~~ 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~~ Construction Manager 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 of 24 hours beginning 12:00 Midnight, calendar days, as stated in the Contract Documents, shall indicate all days of a seven day week including Sundays and Holidays.~~

§ 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~~ specific contractual milestone dates (if any), Substantial Completion and Final Completion within the times stated in the Contract Documents.

§ 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, ~~Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, Owner, Construction Manager or the Architect, or by any employee of the three, or by any 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, based on the recommendation of~~

the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine or reason of force majeure which shall mean and include acts of God; acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; insurrections; riots; civil disturbances; earthquakes; floods; fires; explosions or other similar catastrophes or events not reasonably within the Contractor's control; or by delays authorized by the Owner or by concealed conditions; then the Contract Time and/or Contract sum shall be changed by Change order as reasonably determined by the Construction Manager. This paragraph does not exclude the recovery by the Owner of damages for Contractor-caused delay under other provisions of the Contract Documents. Claims for extension of time or additional compensation for causes enumerated above will be considered under the following conditions.

.1 The burden of proof of substantiate the claim for an extension shall rest with the Contractor, including evidence that the cause was beyond the Contractor's control. The Contractor shall be deemed to have control over the supply of labor, materials, equipment, methods, techniques and over the Contractor's subcontractors and suppliers.

.2 In the event of Changes in the Work, any consideration for a time extension will be made no later than the date the Change Order is prepared. For changes which do not affect the entire work, time extensions may be granted only for the area, phase, unit or element affected by the change, if there is a valid reason for a time extension. All costs associated the time extension must be included in the change order, including extended overhead and impact costs, which shall be deemed waived if not presented to Owner and Contractor. Approved extensions of time shall be incorporated into the Contract Schedule to determine impact to the completion dates. "Float" in the schedule is credited to the Owner and shall be used prior to change in milestone dates.

.3 Any unusual delay in transportation will not be considered unless it is solely due to transportation. An extension of time will not be granted for delays in deliveries where said delivery was not properly scheduled or when orders were not promptly and properly placed.

.4 With respect to a claim for an extension of time as a result of climatic conditions, the Contractor shall recognize the location of the site and the existence, as normal, of variations from "average" conditions. Foul weather in itself will not be a valid reason for a time extension. Requests for time extension because of delay resulting from weather extremes will not be considered unless a substantial variation from usual weather conditions occurs for a significant period of time, during phases of the Work when they would otherwise have been in progress. In considering the time extension, the weather conditions both before and after the period in which the delay is claimed will be evaluated. Any proposed time extension due to weather shall be as approved by Owner and the decision on time allowed will be binding on the Contractor(s).

.5 Delays resulting from a labor dispute will not result in a time extension of a longer period than the dispute, plus a reasonable time for mobilization if justified and necessary as approved by the CM, and may be less depending on the impact of the dispute, including what operations were suspended or curtailed.

.6 A delay in the overall Project progress that actually occurred and clearly disrupted the total Project progress as a result of one of the valid causes for time extension. An extension of time for parts, phases or stages may be granted where a valid delay indicates such partial time extension is justified.

.7 No time extension will be granted as a result of the Contractor's improper scheduling or for failure to have Shop Drawings or Samples submitted in ample time for review under a reasonable or agreed upon schedule.

.8 Delays by Subcontractors or Suppliers will not be considered justification for a time extension, except for the same valid reasons and conditions enumerated under Subparagraph 8.3.1.

§ 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.

8.3.4 Upon request by the Construction Manager, the Contractor shall submit and implement a written plan to recover the overall Contract Schedule.

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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 Construction Manager, 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 Construction Manager and Architect may require. At a minimum, organize the Schedule of Values to generally follow the specifications and list section number, title and scheduled value in column indicated and list labor and materials separately. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

~~§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager 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~~ The Contractor shall submit prior to the last day of a month two (2) signed notarized original copies of an itemized Application for Payment by a method insuring receipt within 24 hours. Each application shall be supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager 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 or Construction Manager may require and reflecting retainage as provided for elsewhere in the Contract Documents. The Construction Manager will assemble the application with similar applications from other contractors on the project into a combined Project Application for Payment.

§ 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 Construction Manager and 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.

9.3.4 The Owner, in making partial payment, will retain five percent (5%) of the approved value of the work performed under the Contract as of the date of the application for payment until final completion and acceptance of all work covered by the Contract. If after the work provided for in the Contract is fifty percent (50%) completed and

performed to the satisfaction of the Owner, Architect and Construction Manager, the retainage may be reduced to a percentage less than five percent (5%) as recommended by the Construction Manager and approved by the Owner.

9.3.5 Applications for Payment shall be submitted on AIA Document G702-1992, Application and Certification for Payment and G703-1992, Continuation Sheet.

9.3.6 The Contractors Application for Payment shall, upon the request of the Construction Manager include lien waivers from the Contractor and all of the Contractor's subcontractors and suppliers and such other supporting documentation as the Construction Manager may request. Lien waivers shall be provided for the previous month's application. Subsequent payments will not be made until lien waivers are received.

9.3.6.1 Submit partial waivers on each item for the amount requested prior to deduction for retainage on each item.

9.3.6.2 When an application shows completion of an item, submit final or full waivers.

9.3.6.3 The Owner reserves the right to designate which entities involved in the Work must submit waivers.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification. The Construction Manager will, prior to the tenth day of the month following the period of application, review the Application for Payment and either issue a Project Certificate for Payment to the Owner, with a copy to the Architect for such amounts as the Construction Manager determines are properly due, or notify the Owner and Contractor in writing of the reasons of withholding a Certificate as provided in Subparagraph 9.5.1.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment, prior to the tenth day of the month following the period of application: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect. Owner.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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~~§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.~~

~~§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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 Construction Manager or Architect.~~

~~§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's 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 Construction Manager or after consultation with the Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect-Construction Manager will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect-Construction Manager is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the 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; Sum or the unpaid balance would not be adequate to cover actual or liquidated damages for anticipated delay or;~~
- ~~.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 or Construction Manager withholds certification for payment under Section 9.5.1, 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 Construction Manager and both will reflect such payment on the next Certificate for Payment.~~

§ 9.6 Progress Payments

~~§ 9.6.1 After the Architect-Construction Manager has issued a Certificate for Payment or Project 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 Construction Manager and Architect-payments to the Contractors. Payments shall be made within thirty (30) days of receipt of invoices. .~~

§ 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 Construction Manager 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 Owner, Construction Manager and Architect 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, Construction Manager 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.

9.6.6.1 Issuance of a Contractor's Application and Certificate for Payment, a Progress Payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute an acceptance of any work not in accordance with the Contract Documents. The Contractor and its Surety agree any issuance of a Contractor's Application and Certificate for Payment by the Construction Manager, payment on the Contract Sum or in reducing any retained amount, or any use or occupancy of the Work will in no way relieve them of the obligation to completely fulfill or accomplish all obligations of the Contract, including warranty of the Work, and that they waive any actual or alleged rights or subrogation or action against the Owner or the Construction Manager as a result of any such issuance of a Contractor's Application and Certificate for Payment, payment or use or as any payment, and may request the Owner to withhold additional sums as it considers appropriate to protect its interests.

§ 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 Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, should fail to issue a Certification, or reasons to withhold, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, twenty-one (21) days after the end of the month 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 Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven make payment of the amount certified within forty-five (45) days after delivery of a proper invoice to the Owner, then the Contractor may, upon ten (10) additional days' written notice to the Owner, Construction Manager 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~~

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of the Contractor's reasonable costs of shut-down, delay and start-up, ~~plus interest as provided for in the Contract Documents which shall be affected by appropriate Change Order in accordance with Article 7.~~

§ 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 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 notify the Construction Manager, and the Contractor ~~and Construction Manager~~ shall jointly prepare and submit to the ~~Architect~~ Construction Manager 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 list, the Architect, assisted by the Construction Manager, 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 list, which is not sufficiently complete in accordance with the requirements of 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, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute 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 ~~and Construction Manager~~ shall jointly prepare and submit a list to the ~~Architect~~ Construction Manager 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 after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, 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~~ Following the Construction Manager's issuance of the Certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final ~~Contractor's~~ Application for Payment. Upon receipt, the Construction Manager will ~~evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's~~ make the necessary evaluation and forward recommendations, to the Architect who will promptly make such ~~inspection. When the Architect,~~ inspection with the Construction Manager. When the Construction Manager finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager ~~and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their~~ will issue a Project Certificate for Payment which will approve the final payment due the Contractor. This approval will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, and on the basis of ~~their on-site visits and inspections, observations and inspection,~~ the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project 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. said Certificate is due and payable.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ~~Architect through the~~ Construction Manager (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. Failure to provide the information noted within 45 days from Substantial Completion will result in back charges by the Construction Manager for time spent administering this clause of the Contract. Failure to provide this information within 90 days of Substantial Completion will result in Contractor default and all remaining funds will be forfeited to the Owner.

§ 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 Construction Manager ~~and Architect~~ so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager ~~and Architect, and Manager, 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 through~~ the Construction Manager 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.

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9.10.6 The final inspection acceptance and payment for the work shown by the drawings and specifications forming a part of the Contract shall not be binding or conclusive upon the Owner or if it shall subsequently appear that the Contractor has willfully or fraudulently or through collusion with any representative of the Owner supplied inferior materials or quality of work, or has substantially departed from the terms of the Contract. In any such case, the Owner shall have the right notwithstanding such final acceptance and payment, to cause the work to be properly performed and satisfactory materials supplied to the extent deemed necessary by the Architect to finish the work in accordance with the drawings and specifications therefore, such work to be done at the sole cost and expense of the Contractor or the sureties the cost of such work together with such other damages as the Owner may suffer because of the default of the Contractor in the premises, as though such acceptance and final payment had not been made. No certificate issued or payment made to the Contractor, nor partial or entire use of the work by the Owner shall be considered or constitute acceptance of any work or materials not in accordance with the Contract Documents.

9.11 Liquidated Damages

9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner five hundred dollars (\$500) as liquidated damages for each calendar day of delay until the work is substantially complete.

9.11.2 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner for any extra costs for engineering or architectural services, construction observation services and related expenses necessitated by the delayed prosecution of the work by the Contractor beyond the date of Final Completion required by the Agreement. Such costs are in no way a penalty, but represent additional expense to the Owner caused by the Contractor's delay in completing the Work.

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. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

10.1.1.1 The Contractor's Safety Program shall be submitted to the Construction Manager prior to the start of Work and before the first payment application will be processed. Contractors shall submit Product Data Safety Sheets to the Construction Manager for each material used in the Work that is classified by the Employee Right-to-Know Act of 1983 as a "hazardous substance" or a "harmful physical agent".

§ 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;
- .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; and
- .4 construction or operations by the Owner or other Contractors.

§ 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. Contractor shall replace, modify or remove safeguards as necessary for the installation of their work.

§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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, Construction Manager 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.

10.2.9 Each Contractor shall specifically, but not by way of limitation, be responsible for the safety of their employees. The Contractor shall not allow employees to be exposed to unsafe conditions. When an unsafe conditions is present the Contractor shall make the condition safe or if the condition is outside of the Contractor's responsibility leave the unsafe area and notify the offending Contractor and Construction Manager. Each Contractor shall be deemed to have control of the area in which their work is being performed relative to safety.

§ 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, Construction Manager 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 a 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, Construction Manager 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, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall ~~resume~~ be resumed 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, Construction Manager, Architect, their 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 any emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, Contractor, without special instruction or authorization, is obligated to act to prevent threatened damage, injury or loss. In case of an emergency which threatens loss or injury of property and/or injury to life of persons, the Contractor shall promptly take such action, without previous instructions from the Owner, Construction Manager or Architect, as the situation may reasonably warrant. The Contractor shall notify the Construction Manager and Architect immediately thereafter and any additional compensation claimed by the Contractor therefore, together with evidence of the expense incurred in acting in such emergency, shall be submitted to the Owner through the Construction Manager. 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:~~

~~The Contractor shall, at its expense, procure and maintain at a minimum for the duration of the Project and through the correction period stated in the Agreement, except as otherwise set forth herein, the types and amounts of insurance described below or as otherwise required by law on all of its operations, in companies registered to do business in the State of Missouri and having an A.M. Best Rating of A-IX or higher:~~

~~A. **Workers' Compensation and Employers Liability Insurance.** Contractor shall carry Workers' Compensation Insurance as required by any applicable law or regulation. Employers Liability Insurance shall be in amounts no less than \$1,000,000 each accident for bodily injury, \$1,000,000 for bodily injury by disease and \$1,000,000 for each employee for bodily injury by disease. If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims. If Contractor's Employers Liability limits are below those stated above an umbrella~~

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policy may be used to the requested limit.

B. Commercial General Liability Insurance. Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

- (1) Premises and Operations
- (2) Products and Completed Operations
- ~~1~~ ~~Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;~~ (3) Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
- (4) Personal Injury Liability and Advertising Injury Liability
- (5) Explosion, Collapse and Underground Hazards
- (6) Broad Form Property Damage (including Completed Operations)

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for correction period stated in the Agreement.

C. Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$1,000,000 Each Occurrence (Combined Single Limit for Bodily Injury and Property Damage)
~~2~~ ~~Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;~~ \$2,000,000 Aggregate for Products/Completed Operations
\$1,000,000 Personal Injury/Advertising Injury
\$2,000,000 General Aggregate (provide endorsement ISCO CG 25 03 or equivalent to apply the General Aggregate per project, if available. If not, see Umbrella Liability section.)

D. Additional Insured. The Owner, Architect, Construction Manager and all of their officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsement CG 20 10 (2004 edition) or substitute providing equivalent coverage. If additional insured status is required for a correction period then CG 20 37 (2004) or equivalent shall also be used. These endorsements must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

E. Primary Coverage. The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

~~3~~ ~~Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;~~
F. Business Automobile Liability Insurance. The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA 0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner, Architect, and all of their officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner or Architect shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement and the Primary Insurance Endorsement should accompany the insurance certificate.

~~4~~ ~~Claims for damages insured by usual personal injury liability coverage;~~
G. Umbrella Excess Liability. The Contractor should provide an umbrella excess liability policy that will provide a minimum of \$1,000,000 per occurrence/\$1,000,000 aggregate over the employers liability, commercial general liability and automobile liability coverages. This policy should "follow-form" of the underlying policies and comply

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with all insurance requirements of those policies. If the General Aggregate of the Commercial General Liability policy does not apply per project, the limits should be \$2,000,000 per occurrence, \$2,000,000 aggregate.

H. **Waiver of Subrogation.** The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner, Architect, and their officers, directors and employees.

~~.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; and~~ **Certificates of Insurance.** As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. Copies of all additional insured and waiver of subrogation endorsements should accompany the certificate. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to protect the Owner and Architect, and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Architect or Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

J. **Copies of Policies.** Contractor shall furnish a certified copy of any and all insurance policies required under this Contract within ten (10) days of Owner's written request for said policies.

~~.7 — Claims for bodily injury or property damage arising out of completed operations; and~~

K. **Errors and Omissions Insurance Professional Liability.** If professional services are provided, errors and omissions insurance with a limit of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, with the aggregate applying per project. Such insurance shall cover all services provided by Contractor hereunder. In the event the Contractor also provides construction management services, such services shall be included in the coverage. Owner may on a project-by-project basis request the Contractor to provide a "project policy" with a five-year "extended reporting period" endorsement. Such requirement shall be by written amendment to the Agreement. All coverage shall be retroactive to the earlier of the date of this Agreement or the commencement of the Contractor's services in relation to any Project authorized hereunder, covering personal injury, bodily injury and property damage.

L. **Subcontractors.** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner and Architect as Additional Insureds and have the Waiver of Subrogation endorsement added.

~~.8 — Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18-M.~~ **Other Insurance.** The Owner may require insurance coverage in excess of the types and amounts required in this Exhibit. Contractor shall attempt in good faith to obtain quotes for such additional coverage and provide them to Owner for review. Contractor shall purchase any such additional insurance as may be requested by the Owner in writing. Owner shall pay any additional premium for such additional coverage.

§ 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

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~~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 submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect 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 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 Construction Manager, the Construction Manager's consultants, 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 the Architect's, Contractor's, and Construction Manager'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, Construction Manager, 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, adjoining 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~~ Certificate Holder.

§ 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 Construction Manager, 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 the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's 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~~

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~~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 distribution of insurance proceeds in accordance with the direction 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. Contractor shall provide and maintain a valid and enforceable Payment and Performance Bond throughout the life of the contract and its warranty periods. Any required Bond shall be issued by a corporate-surety company authorized to do business in the State in which the Project is located and the surety company shall be subject to the Owner's approval. Fully executed copies of the Bond shall be provided to the Owner, Construction Manager and the Architect.~~

~~§ 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.~~

~~11.4.3 Final acceptance of the work shall not relieve the Contractor nor Surety from their obligations under this Contract, including warranties of materials equipment installation or service, payment of all workmen, subcontractors, materials, suppliers and other obligations up to the limit of the Bond, and all warranties and obligations to correct deficiencies in the work.~~

~~11.4.4 Furnish two (2) originals of the labor and material Payment Bond to the Construction Manger within ten (10) days after notification of award and before execution of the Contract. Failure to do so shall constitute violation of terms of proposal and provide grounds for forfeiture of bid security.~~

~~11.4.5 "And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the contract, or the Work, to be performed thereunder, or the specifications accompanying same shall in any way affect its obligation on this bond and it hereby expressly waives notice of any such change, extension of time, alterations or additions to the terms of the Contract, or to the work, or to the specifications."~~

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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation 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 which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or 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 one of the other Contractors 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 Construction Manager or 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 Construction Manager's and 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 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 or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. If the Owner, upon consultation with the Architect, deems it inexpedient to correct work injured or not done in accordance with the Contract Documents, the pro rata amount representing the value thereof shall be deducted from the contract sum as liquidated damages therefore.

§ 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.

12.2.6 For the purpose of the commencement of the specified periods covered by this Article, or any other special specified period, the date of the inspection for Substantial Completion of the last unit, part or phase of the Work shall be the starting date of the period, for all of the Work, except for any work noted as incomplete or unsatisfactory at that time. The Period covered by this article for said incomplete or unsatisfactory work shall start on the date of correction or remedy and the acceptance of these features by Owner. In the absence of specifically noted dates of inspection for Substantial Completion (or of acceptance, in writing, by the Owner of corrected Work) the date of the Construction Manager's issuance of the Final Certificate and Application for Payment on the entire Contract will be the start of the period.

§ 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~~ The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner and all sureties executing any bonds on behalf of the Contractor in connection with this Contract. If the Contractor 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, Construction Manager, 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 or acquiescence in a breach thereunder, 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 or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the authorities having jurisdiction shall be made at an appropriate time. The Owner will secure and pay for the services of independent testing laboratories, agencies or professional consultants to perform inspection, testing or approval as enumerated in Division 1 – General Conditions. 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 independent testing laboratory or with the appropriate public authority, .~~ The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and 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. observe such procedures.

§ 13.5.2 If the Construction Manager, 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 Construction Manager and 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

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Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and 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 Construction Manager's and 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 Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or 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.~~ the then current prime rate plus two (2) percent in effect.

§ 13.7 Time Limits on Claims

The Owner and the 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 the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

13.8 The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination which prohibits discrimination on account of race, color, creed, religion, national origin, ancestry, sex, familiar status, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual or affectional orientation, or age and other status or basis protected by laws from discrimination. The Contractor shall furnish and comply with written affirmative action plan satisfying applicable federal, state and local laws required in the instance of contracting with the Owner.

13.9 The Contractor hereby assigns to the Owner any and all claims for overcharges as to goods and materials purchased in connection with this order or contract resulting from antitrust violations which arise under the antitrust laws of the State in which the Project is located. In addition, Contractor warrants and represents that each of their first tier suppliers and subcontractors shall assign any and all such claims to the Owner.

13.10 All books, records, documents, and accounting procedures and practices of the Contractor relevant to this contract shall be subject to examination by the Owner.

13.11 PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

A. In accordance with Section 8.280 RSMo, a preference will be given to Missouri products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes 2000 and Cumulative Supplements.

B. In accordance with the Missouri Domestic Products Procurement Act, Section 34.350 RSMo, any manufactured goods or commodities used or supplied in the performance of this Contract or any Subcontract shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the Contract requirements or cannot be

manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the Contract requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this Contract for purchase of the product by more than ten percent.

13.12 PREVAILING WAGE RATE

Contractor shall pay no less than the prevailing hourly rate of wages to all workmen performing work under this Agreement as found by the Department of Labor and Industrial Relation of the State of Missouri in the applicable Wage Determination Order effective as of the date of bidding of this Project, which is attached. Contractor shall follow and enforce all requirements of Missouri's Prevailing Wage Law and shall post a copy of the wage determination in a prominent and easily accessible location at the Project site for the duration of the Project. The Contractor shall submit certified payroll records to the Owner for itself and all subcontractors with each monthly request for payment. Before making final payment, the Contractor and all subcontractors shall submit an Affidavit to the Owner stating that they fully complied with the Missouri's Prevailing Wage Law. See Attachment D provided under separate cover.

13.13 Contractor will not employ at the project site any person who has been convicted of a sex offence against a minor.

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~~90 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 Construction Manager has not certified or 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, 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~~ten days' written notice to the Owner, Construction Manager 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, Construction Manager and 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.
- .5 Should be adjudged a bankrupt or should make a general assignment for the benefit of creditors or if a receiver should be appointed on account of insolvency.
- .6 refuses to comply with the instructions of the Architect or Construction Manager.
- .7 in any other manner substantially violates provisions of this contract.

§ 14.2.2 When any of the above reasons exist, ~~the Owner, and the Contractor fails within three days of service of written notice to commence and continue correction of such reasons with diligence and promptness and, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, the Owner~~ may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, ~~seven days'~~ 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 Construction Manager's and 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, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, 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 the 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 this 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~~ seven day written notice to the Contractor 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.

14.4.1 Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items): 1) for complete and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work; 2) for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair expenses; 3) for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and 4) for reasonable expenses directly attributable to termination.

14.4.2 Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

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. The party asserting the claim shall have an obligation to mitigate the impact of such 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 Construction Manager and Architect, if the Construction Manager and or 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. Claim.

§ 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 Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate 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 10.3.

15.1.4.1 If the Contractor or Subcontractor is delayed by another Contractor, Subcontractor, the Owner, Architect, Engineer, utility companies, or the City of Rockport, the sole remedy to the Contractor or Subcontractor for the delay shall be the right to a time extension for completion of the Contract. This paragraph does not exclude the recovery by the Owner of damages for Contractor or Subcontractor caused delays under other provisions of the Contract Documents 15.1.5 **Claims for Additional Time.**

§ 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. The request must include local U.S. Weather

Bureau climatology reports for the period involved plus a report indicating the average conditions for the past ten (10) years from the nearest reporting station.

§ 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~~ Construction Manager 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 and Construction Manager, if the Architect or Construction Manager 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 legal action.~~

§ 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. All claims, disputes and other matters in questions between the Owner and Contractor arising out of, or relating to, this Agreement shall be settled in a court of competent jurisdiction provided said claim, dispute or other matter in question cannot be settled by direct discussion.

§ 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. In the event legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other, the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees court costs, expert witness fees, and other documented expenses incurred in connection with the legal proceedings not to exceed the non-prevailing party's legal costs.

§ 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.

Init.

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User Notes:

(1934574891)

§ 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.

Geotechnical Engineering Report

Rock Port High School Gymnasium Addition

600 S. Nebraska Street

Rock Port, MO

July 24, 2014

Terracon Project No. 02145105

Prepared for:

CPMI

Des Moines, IA

Prepared by:

Terracon Consultants, Inc.

Lenexa, KS

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials



July 24, 2014

CPMI
300 E. Locust, Suite 300
Des Moines, IA 50309

Attn: Mr. Randy Sharp
P: [515] 710-5876
E: RSharp@cpmi.com

Re: Geotechnical Engineering Report
Rock Port High School Gymnasium Addition
600 S. Nebraska Street
Rock Port, MO
Terracon Project Number: 02145105

Dear Mr. Sharp:

Terracon Consultants, Inc. (Terracon) has completed the geotechnical engineering services for the referenced project. These services were performed in general accordance with our Agreement executed on May 29, 2014. This Geotechnical Engineering Report presents the findings of the subsurface exploration and provides professional opinions and recommendations regarding design of addition foundations.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.

Daniel A. Barnett, P.G.
Project Geologist
Missouri: 2007035892

Sara J. Somsy, P.E.
Geotechnical Services Manager
Missouri: PE-2006029709

Terracon Consultants, Inc. 13910 W 96th Terrace Lenexa, KS 66215
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Environmental



Facilities



Geotechnical



Materials

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EXECUTIVE SUMMARY

Five (5) borings were performed at the site of the proposed Rock Port High School Gymnasium Addition. Samples recovered from the borings have been tested. Logs of borings with test data are appended to this Geotechnical Engineering Report. Professional opinions and recommendations presented in this report are summarized below.

- Existing fill comprised of clay soils with variable amounts of construction debris were encountered at the borings. Support of foundations and floor slabs on or above unmodified existing fill is not recommended.
- The native clay soils encountered below the existing fill exhibited very soft to medium stiff consistencies and groundwater was encountered at depths ranging from approximately 13 to depths exceeding 60 feet below existing ground surface. Overexcavation of the existing fill and placement of new engineered fill directly above very soft to medium stiff water bearing clay soils would be challenging.
- We recommend utilizing a ground improvement system such as rammed aggregate piers to reinforce the subgrade so it is capable of supporting conventional shallow foundations and grade-supported floor slabs.
- Based on the 2012 International Building Code (IBC), the seismic site classification for this site is E.

The professional opinions and recommendations presented in this report are based on evaluation of data developed by testing discrete samples obtained from widely spaced borings. Site subsurface conditions have been inferred from available data, but actual subsurface conditions will only be revealed by excavation. So that variations in subsurface conditions which may affect the design can be addressed as they are encountered, we recommend a qualified geotechnical engineer be retained to observe excavation and perform tests during the site preparation, earthwork and foundation construction phases of the project.

This executive summary should not be separated from or used apart from this report. This report presents recommendations and opinions based on our understanding of the project at the time the report was prepared. The report limitations are described in section **5.0 GENERAL COMMENTS**.

**GEOTECHNICAL ENGINEERING REPORT
ROCK PORT HIGH SCHOOL GYMNASIUM ADDITION
600 S. NEBRASKA STREET
ROCK PORT, MO**

**Terracon Project No. 02145105
July 24, 2014**

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) drilled five (5) borings at the site to depths of approximately 20 feet below the existing ground surface. Samples of subsurface strata were recovered and tested in our laboratory. An exploration plan and logs of borings with test data are included in Appendix A of this Geotechnical Engineering Report.

This report describes subsurface conditions encountered at the borings and presents opinions and recommendations regarding design of addition foundations and floor slabs.

2.0 PROJECT INFORMATION

2.1 Project Description

| Item | Description |
|--|--|
| Site layout | See Appendix A, Exhibit A-1, Exploration Plan |
| Gymnasium addition | The proposed 13,500 square-foot gymnasium addition will be a pre-engineered metal structure with a grade-supported floor slab. |
| Finished floor elevation (FFE) | 945.20 feet |
| Maximum loads (estimated by Terracon) | Columns: 150 kips Walls: 4 klf Floors: 150 psf |
| Grading | Based on the preliminary site grading plan, maximum fills of approximately 6 feet will be required to develop the design FFE. |

2.2 Site Location and Description

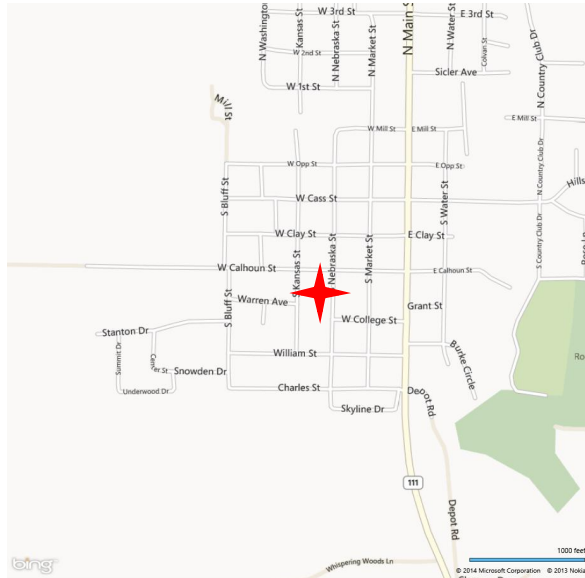


Figure 1. Site location



Figure 2. Aerial photograph of site

| Item | Description |
|------------------------------|---|
| Location | The existing high school campus is located at 600 S. Nebraska Street in Rock Port, MO. |
| Existing Improvements | The existing school campus buildings are single- to multi-story brick and mortar structures. We do not know if the existing buildings have basements or other below-grade areas. We understand a former 3-story building once occupies the addition area. We understand that the existing structures are supported on shallow footings. |
| Current Ground Cover | Grass |
| Topography | Based on the reference elevations of our borings, the site is relatively level. |

3.0 SUBSURFACE CONDITIONS

3.1 Typical Subsurface Profile

Subsurface conditions at the borings can be generalized as follows:

| Stratum | Depth to Bottom of Stratum | Material | Comments |
|---------|----------------------------|---------------------|-----------------------------|
| 1 | 3 inches | Root zone materials | Encountered at all borings. |

Geotechnical Engineering Report

Rock Port High School Gymnasium Addition ■ Rock Port, MO

July 24, 2014 ■ Terracon Project No. 02145105



| Stratum | Depth to Bottom of Stratum | Material | Comments |
|---------|-----------------------------|------------------|--|
| 2 | 8 to 15 feet | Existing fill | The existing fill was comprised of lean clay soils with variable amounts of gravel, brick, and concrete fragments. We expect the existing fill is associated with demolition of the former 3-story building that once occupied the site. |
| 3 | Not determined ¹ | Native lean clay | Very soft to medium stiff |

1. The borings were terminated at depths ranging from approximately 20 to 60 feet in lean clay.

Conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in situ, the transition between materials may be gradual.

3.2 Water Level Observations

The borings were observed while drilling and immediately after completion for the presence and level of groundwater. Groundwater level observations are presented in the following table:

| Boring No. | Depth to Groundwater |
|------------|----------------------|
| B-1 | 13 feet |
| B-2 | 13 feet |
| B-3 | not encountered |
| B-4 | 13 feet |
| B-5 | 18 feet |
| B-6 | 20 feet |

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels could be different than indicated on the boring logs at other times. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

4.1 Geotechnical Considerations

Existing fill was encountered at the boring locations to depths ranging from approximately 8 to 15 feet. We understand a former 3-story structure once occupied the project site and the fill

encountered in the borings is likely associated with this former structure. The moisture contents of recovered samples of the existing fill ranged from approximately 10 to 20 percent and dry unit weights ranged from approximately 84 to 108 pcf. The test data suggests to us that the fill was not placed with strict moisture and density control. The native clay soils encountered below the existing fill exhibited very soft to medium stiff consistencies. In addition, groundwater was encountered at depths ranging from approximately 13 to 18 feet below existing ground surface.

Support of new structures on or above undocumented existing fill involves risks, which include, but are not limited to, unpredictable total and differential settlement of supported slabs, walls and foundations. These risks cannot be eliminated without complete removal of the existing fill and replacement with engineered fill, or supporting the structure, including floors, on deep foundations. However, the native clay soils encountered below the existing fill exhibited very soft to medium stiff consistencies and groundwater was encountered at depths ranging from approximately 13 to 18 feet below existing ground surface. Overexcavation of the existing fill and placement of new engineered fill directly above very soft to medium stiff water bearing clay soils would be challenging.

We recommend utilizing a ground improvement system such as rammed aggregate piers to reinforce the subgrade so it is capable of supporting conventional shallow foundations and grade-supported floor slabs. Up to 7 feet of new fill will be required to develop the finished grades within the proposed addition. We recommend new fill be placed as soon as possible. Settlement plates should be placed on the exposed subgrade prior to placement of engineered fill. The settlement plates should be regularly monitored to evaluate the rate of settlement as the soft clay soils are compressed by the weight of the new fill. Installation of rammed aggregate piers may be initiated immediately following placement of new fill.

To provide a more uniform subgrade below the proposed floor slab, we recommend an 18-inch thick LVC zone be constructed beneath the addition floor slab. The use of an LVC zone, as recommended in this report, should reduce, but will not eliminate potential for subgrade volume change and resultant floor slab movements. To further reduce this potential, a thicker LVC zone should be considered. Details regarding this LVC zone are provided in this report in sections **4.2.2 Engineered Fill Material Requirements** and **4.5 Floor Slab**.

This report provides recommendations to help mitigate the effects of subgrade movements below the floor slab. However, even with these procedures, some subgrade movement, which could cause deformation, distortion and/or cracks could still occur. The severity of cracks and other cosmetic damage such as floor slab movement will probably increase if any modification of the site results in excessive wetting or drying of the on-site soils. Eliminating the risk of movement and cosmetic distress may not be feasible, but it may be possible to further reduce the risk of movement if significantly more expensive measures are used during construction. We would be pleased to discuss other construction alternatives with you upon request.

4.2 Earthwork

Recommendations for site preparation, excavation, subgrade preparation, and placement of engineered fill for the project are provided in the following sections.

4.2.1 Site Preparation

Site preparation should be initiated by removing any vegetation, topsoil, and loose, soft, or otherwise unsuitable material from the construction areas. We recommend utilizing a ground improvement system such as rammed aggregate piers to reinforce the subgrade so it is capable of supporting grade-supported floor slabs. The soils present within 18 inches below the floor slab should be comprised of LVC materials.

The soils exposed following stripping and ground improvement should be observed and tested by Terracon prior to placing engineered fill. Following observation and testing of the exposed subgrade, new engineered fill should be placed as soon as possible. Settlement plates must be installed below new engineered fill sections.

4.2.2 Engineered Fill Material Requirements

Engineered fill should meet the following material property requirements:

| Fill Type ¹ | USCS Classification | Acceptable Location for Placement |
|---|---|---|
| Low Volume Change (LVC) Material ² | CL (LL<45 and PI<23) or GM ³ | Within 18 inches of the addition floor slab and all other locations and elevations except where free-draining backfill is required. |
| Clay soils | CL | > 18 inches below grade-supported floor slabs unless tested and meets requirements for LVC material. |
| Granular soils | GM ³ , GW, GP, SW, SP | Most locations and elevations except where free-draining backfill is required ⁴ |

1. Controlled, compacted fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade.
2. Low plasticity cohesive soil or granular soil having at least 18% low plasticity fines.
3. Similar to MoDOT Type 5 crushed limestone aggregate.
4. Free-draining backfill should be granular material with less than 7% low plasticity fines.

4.2.3 Fill Placement and Compaction Requirements

| Item | Description |
|--------------------------------------|---|
| Fill Lift Thickness ¹ | 9-inches or less in loose thickness when large, self-propelled compaction equipment is used. 4 inches or less when small, hand-guided equipment (plate or "jumping jack" compactor) is used. |
| Compaction Requirements ² | 95% of the material's maximum dry density ³ |

| Item | Description |
|------------------------------------|---|
| Moisture Content Clay Soils | ± 2% of optimum moisture content value ³ |
| Moisture Content Granular Material | Sufficient to achieve compaction without pumping when proofrolled |

1. Reduced lift thicknesses are recommended in confined areas (e.g., utility trenches, foundation excavations, and foundation backfill) and when hand-operated compaction equipment is used.
2. We recommend that engineered fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved.
3. As determined by the standard Proctor test (ASTM D 698).

4.2.4 Grading and Drainage

During construction, grades should be developed to direct surface water flow away from or around the construction site. Exposed subgrades should be sloped to provide positive drainage so that saturation of subgrades is avoided. Surface water that accumulates on the site should be removed promptly. Final grades should promote rapid surface drainage away from the structure. Accumulation of water adjacent to the structure could contribute to significant moisture increases in the subgrade soils and subsequent softening/settlement or expansion/heave. Roof drains should discharge into a storm sewer or at least 10 feet away from the building.

4.2.5 Earthwork Construction Considerations

Care should be taken to avoid disturbance of prepared subgrades. Unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. New fill compacted above optimum moisture content or that accumulates water during construction can also become disturbed under construction equipment. Construction traffic over the completed subgrade should be avoided to the extent practical. If the subgrade becomes saturated, desiccated, or disturbed, the affected materials should either be scarified and compacted or be removed and replaced. Subgrades should be observed and tested by Terracon prior to construction of the slab

Rammed aggregate piers can be installed immediately following placement of new engineered fill. The floor slab, walls and other above-grade portions of the structure should not be constructed until settlement plates indicate consolidation of the underlying soft and compressible clay soils have consolidated. Terracon should be provided the opportunity to review settlement plate survey data prior to commencement of floor slab construction.

The clayey soil fill is susceptible to disturbance from construction activity, particularly when the soils exhibit high moisture contents or are wetted by surface water and/or seepage. Depending on the subgrade conditions encountered at the time of construction, the subgrade following site stripping may require aeration or chemical treatment, such as incorporating Class C fly ash, to reduce moisture levels to achieve adequate compaction. We recommend building floor slabs be

supported on at least 18 inches of LVC fill. Atterberg limits tests performed on samples of fill indicate the fill materials meet the LVC criteria described in this report. Subgrade soils should be tested and fill soils that are not found to meet LVC criteria should be undercut and replaced.

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, state, and federal safety regulations. The contractor should be aware that slope height, slope inclination, and excavation depth should in no instance exceed those specified by these safety regulations. Flatter slopes than those dictated by these regulations may be required depending upon the soil conditions encountered and other external factors. These regulations are strictly enforced and if they are not followed, the owner, contractor, and/or earthwork and utility subcontractor could be liable and subject to substantial penalties. Under no circumstances should the information provided in this report be interpreted to mean that Terracon is responsible for construction site safety or the contractor's activities. Construction site safety is the sole responsibility of the contractor who shall also be solely responsible for the means, methods, and sequencing of the construction operations.

4.3 Foundations

We recommend utilizing a ground improvement system such as rammed aggregate piers to reinforce the subgrade so it is capable of supporting conventional shallow foundations. The design of rammed aggregate reinforced subgrades is proprietary. Upon request, we can provide contact information for organizations specializing in design of these ground improvement methods. These organizations should be provided a copy of this geotechnical engineering report to use in design of the reinforced subgrade.

We expect excavations near existing structures will be required to construct new foundations. Care should be taken as soils are removed adjacent to existing footings so that the bearing soils beneath the existing building foundations are not disturbed. Where possible, excavations to remove existing soils should not extend below an imaginary plane that extends down from the top outside edge of existing footings at a slope of approximately 2 horizontal to 1 vertical (2H:1V). Even with these criteria, excavations that extend below the level of existing foundations should be backfilled the same day of excavation.

New foundations constructed immediately adjacent to the existing building foundations should not bear at an elevation higher than existing foundations. The bearing elevation for the adjacent existing foundations should be verified. Loads on new footings that are close to existing footings will result in a stress increase within the soils below the existing footings, which can cause movement of the existing footing. Maintaining a clear distance at least equal to the width of the new footings between edges of the new and existing footings helps reduce the stress increase below existing footings. Connections between the new addition and the existing building should be designed to allow for the anticipated differential movement.

Geotechnical Engineering Report

Rock Port High School Gymnasium Addition ■ Rock Port, MO

July 24, 2014 ■ Terracon Project No. 02145105



The base of each foundation excavation should be free of water and loose or soft soil prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. If the soils at bearing level become excessively dry, disturbed, saturated, or frozen, the affected soil should be removed prior to placing concrete. Placement of a lean concrete mud-mat over the bearing soils should be considered if the excavations must remain open overnight or for an extended period of time.

4.4 Seismic Site Class

| Code | Site Class |
|--|----------------|
| 2012 International Building Code (IBC) | E ¹ |

1. IBC Site Class determination is based on average properties of the subsurface profile within 100 feet of the ground surface. Exploratory borings extended to a maximum depth of approximately 60 feet. Terracon's opinion of Site Class is based on boring data and our knowledge of geotechnical and geologic conditions in this locale.

4.5 Floor Slab

4.5.1 Design Recommendations

| Item | Description |
|--|---|
| Floor Slab Support ^{1,2} | 18 inches (minimum) of low volume change (LVC) materials on top of a reinforced subgrade ² |
| Modulus of Subgrade Reaction | 100 pounds per square inch per inch (psi/in) for point loading conditions |
| Granular Leveling Course Layer Thickness ³ | Minimum of 4 inches ⁵ |
| Capillary Break Layer Thickness ⁴ | Minimum of 6 inches ⁵ |

| Item | Description |
|------|--|
| 1. | Loads on footings which support structural walls are typically greater than floor slab loads. Consequently, footings should be expected to settle more than the adjacent floor slabs. Differential movement between foundations and grade-supported floors should be considered by the structural engineer. |
| 2. | Subgrades should be prepared as recommended in Section 4.2 prior to placement of LVC materials. We recommend clay subgrades be maintained in a relatively moist condition until the floor slabs are constructed. If the subgrade should become desiccated prior to construction of the floor slabs, the affected material should be removed or the materials scarified, moistened, and recompacted. Upon completion of grading operations in the addition areas, care should be taken to maintain the recommended subgrade moisture content and density prior to construction of the addition floor slabs. |
| 3. | If the purpose of this layer is solely to create a level base for concrete placement to maintain a more uniform slab thickness, well graded sand, gravel or crushed stone can be used. |
| 4. | If penetration of moisture vapor through the slabs is a concern, the floor slab design should include a capillary break layer instead of the granular leveling course layer described above. Capillary break layers should be comprised of granular materials that have less than 5 percent fines (material passing the #200 sieve). Other design considerations such as cold temperatures and condensation development could warrant additional design considerations. |
| 5. | These granular materials may be considered part of the LVC zone. |

Joints should be constructed at regular intervals as recommended by the American Concrete Institute (ACI) to help control the location of cracking. It should be understood that differential settlement between the floor slabs and foundation could occur.

The use of a vapor retarder should be considered beneath concrete slabs on grade that will be covered with wood, tile, carpet or other moisture sensitive or impervious coverings. When conditions warrant the use of a vapor retarder, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor retarder.

4.5.2 Floor Slab Construction Considerations

On most project sites, the site grading is generally accomplished early in the construction phase. However as construction proceeds, subgrades may be disturbed due to utility excavations, construction traffic, desiccation, rainfall, etc. As a result, floor slab subgrades may not be suitable for placement of granular material and/or concrete and corrective action will be required.

Terracon should review the condition of the floor slab subgrades immediately prior to placement of the granular leveling course and construction of the slabs. Particular attention should be paid to high traffic areas that were rutted and disturbed earlier and to areas containing backfilled trenches. Areas where unsuitable conditions are located should be repaired by removing and replacing the affected material with properly compacted fill.

5.0 GENERAL COMMENTS

Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon also should be retained to provide observation and testing services during grading, excavation, foundation construction and other earth-related construction phases of the project.

The recommendations and professional opinions presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of geotechnical services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. If the nature, design, or location of the project are different or change from those outlined in this report, the opinions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes and either verifies or modifies the conclusions of this report in writing.

APPENDIX A
FIELD EXPLORATION



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100 Feet

Exhibit
A-1

BORING LOCATION DIAGRAM

Rock Port Gymnasium Addition
 600 S. Nebraska Street
 Rock Port, MO

Terracon
 Consulting Engineers & Scientists
 13910 West 96th Terrace
 Lenexa, KS 66215
 PH: (913) 492-7777 FAX: (913) 492-7443

| | | | |
|------------------|-----|--------------|------------|
| Project Manager: | DAB | Project No.: | 02145105 |
| Drawn by: | DAB | Scale: | NTS |
| Checked by: | SJS | File Name: | |
| Approved by: | DAB | Date: | 07/24/2014 |

Boring Location
 DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

BORING LOG NO. B-1

PROJECT: Rock Port High School Gymnasium Addition

CLIENT: CPMI
Des Moines, IA

SITE: 600 S. Nebraska Street
Rock Port, MO

| GRAPHIC LOG | LOCATION See Exhibit A-1 | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | RECOVERY (in.) | FIELD TEST RESULTS | LABORATORY TORVANE/HP (psf) | UNCONFINED COMPRESSIVE STRENGTH (psf) | WATER CONTENT (%) | DRY UNIT WEIGHT (pcf) | ATTERBERG LIMITS |
|-------------|--|-------------|--------------------------|-------------|----------------|--------------------|-----------------------------|---------------------------------------|-------------------|-----------------------|------------------|
| | | | | | | | | | | | LL-PL-PI |
| | Surface Elev.: 99 (Ft.) ELEVATION (Ft.) | | | | | | | | | | |
| 0.3 | 3" ROOT ZONE | 98.5 | | | | | | | | | |
| | FILL - LEAN CLAY , trace gravel, brick fragments, and concrete fragments, brown | | | | 24 | | 9000 (HP) | | 12 | 97 | 42-23-19 |
| | | 5 | | | 24 | | 9000 (HP) | | 21 | 95 | |
| | | 8.0 | | | | | | | | | |
| | FILL - LEAN CLAY , trace gravel, dark gray | 91 | | | 14 | | | 1350 | 24 | 96 | |
| | | 10 | ▽ | | | | | | | | |
| | LEAN CLAY (CL) , light gray, soft | 86 | | | 24 | | | 540 | 35 | 86 | |
| | | 15 | | | | | | | | | |
| | | 20.0 | | | 16 | | | 970 | 31 | 95 | |
| | Boring Terminated at 20 Feet | 20 | | | | | | | | | |

Stratification lines are approximate. In-situ, the transition may be gradual.

| | | |
|--|---|--|
| <p>Advancement Method: Continuous flight solid stem auger</p> | <p>See Exhibit A-8 for description of field procedures</p> <p>See Appendix B for description of laboratory procedures and additional data (if any).</p> <p>See Appendix C for explanation of symbols and abbreviations.</p> <p>Elevations were measured in the field using an engineer's level and grade rod.</p> | <p>Notes:</p> |
| <p>Abandonment Method: Boring backfilled with soil cuttings upon completion.</p> | | |
| <p>WATER LEVEL OBSERVATIONS</p> | | |
| <p>▽ 13 feet while sampling</p> | <p>13910 West 96th Terrace Lenexa, Kansas</p> | <p>Boring Started: 6/2/2014</p> <p>Drill Rig: 988</p> <p>Project No.: 02145105</p> |
| | | <p>Boring Completed: 6/2/2014</p> <p>Driller: SSS</p> <p>Exhibit: A-2</p> |

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_02145105.GPJ TEMPLATE UPDATE 3-31-14.GPJ 7/24/14

BORING LOG NO. B-2

PROJECT: Rock Port High School Gymnasium Addition

CLIENT: CPMI
Des Moines, IA

SITE: 600 S. Nebraska Street
Rock Port, MO

| GRAPHIC LOG | LOCATION See Exhibit A-1 | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | RECOVERY (in.) | FIELD TEST RESULTS | LABORATORY TORVANE/HP (psf) | UNCONFINED COMPRESSIVE STRENGTH (psf) | WATER CONTENT (%) | DRY UNIT WEIGHT (pcf) | ATTERBERG LIMITS |
|-------------|---|-------------|--------------------------|-------------|----------------|--------------------|-----------------------------|---------------------------------------|-------------------|-----------------------|------------------|
| | | | | | | | | | | | LL-PL-PI |
| | Surface Elev.: 95 (Ft.) ELEVATION (Ft.) | | | | | | | | | | |
| 0.3 | 3" ROOT ZONE | | | | | | | | | | |
| | FILL - LEAN CLAY , trace gravel, light brown - with concrete fragments below 3 feet | 5 | | | 24 | | 9000 (HP) | | 14 | 84 | |
| | | 5 | | | 12 | | 9000 (HP) | | 12 | 97 | |
| 8.0 | LEAN CLAY (CL) , light brown to light gray, soft to medium stiff | | | | | | | | | | |
| | | 10 | | | 20 | | | 1390 | 30 | 94 | |
| | | 15 | ▽ | | 24 | | | 780 | 31 | 95 | |
| 20.0 | Boring Terminated at 20 Feet | | | | 24 | | | 620 | 31 | 92 | |

Stratification lines are approximate. In-situ, the transition may be gradual.

| | | |
|--|---|--|
| <p>Advancement Method: Continuous flight solid stem auger</p> <p>Abandonment Method: Boring backfilled with soil cuttings upon completion.</p> | <p>See Exhibit A-8 for description of field procedures</p> <p>See Appendix B for description of laboratory procedures and additional data (if any).</p> <p>See Appendix C for explanation of symbols and abbreviations.</p> <p>Elevations were measured in the field using an engineer's level and grade rod.</p> | <p>Notes:</p> |
| <p>WATER LEVEL OBSERVATIONS</p> <p>▽ 13 feet while sampling</p> | <p>13910 West 96th Terrace Lenexa, Kansas</p> | <p>Boring Started: 6/2/2014</p> <p>Drill Rig: 988</p> <p>Project No.: 02145105</p> |
| | | <p>Boring Completed: 6/2/2014</p> <p>Driller: SSS</p> <p>Exhibit: A-3</p> |

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_02145105.GPJ TEMPLATE UPDATE 3-31-14.GPJ 7/24/14

BORING LOG NO. B-3

PROJECT: Rock Port High School Gymnasium Addition

CLIENT: CPMI
Des Moines, IA

SITE: 600 S. Nebraska Street
Rock Port, MO

| GRAPHIC LOG | LOCATION See Exhibit A-1 | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | RECOVERY (in.) | FIELD TEST RESULTS | LABORATORY TORVANE/HP (psf) | UNCONFINED COMPRESSIVE STRENGTH (psf) | WATER CONTENT (%) | DRY UNIT WEIGHT (pcf) | ATTERBERG LIMITS |
|-------------|--|-------------|--------------------------|-------------|----------------|--------------------|-----------------------------|---------------------------------------|-------------------|-----------------------|------------------|
| | | | | | | | | | | | LL-PL-PI |
| | Surface Elev.: 99 (Ft.) | | | | | | | | | | |
| | ELEVATION (Ft.) | | | | | | | | | | |
| 0.3 | 3" ROOT ZONE | 98.5 | | | | | | | | | |
| | FILL - LEAN CLAY , with gravel, light brown | | | | 24 | | 9000 (HP) | | 14 | 108 | |
| | | 5 | | | 24 | | 9000 (HP) | | 18 | 104 | |
| 8.0 | FILL - LEAN CLAY , trace gravel, dark gray | 91 | | | 16 | | | 3100 | 20 | 105 | |
| 15.0 | LEAN CLAY (CL) , light brown and light gray, soft | 84 | | | 14 | | 500 (HP) | | 23 | | |
| 20.0 | Boring Terminated at 20 Feet | 79 | | | 24 | | | 610 | 29 | 98 | |

Stratification lines are approximate. In-situ, the transition may be gradual.

| | | |
|--|---|--|
| <p>Advancement Method: Continuous flight solid stem auger</p> <p>Abandonment Method: Boring backfilled with soil cuttings upon completion.</p> | <p>See Exhibit A-8 for description of field procedures</p> <p>See Appendix B for description of laboratory procedures and additional data (if any).</p> <p>See Appendix C for explanation of symbols and abbreviations.</p> <p>Elevations were measured in the field using an engineer's level and grade rod.</p> | <p>Notes:</p> |
| <p>WATER LEVEL OBSERVATIONS <i>Groundwater not encountered</i></p> | <p>13910 West 96th Terrace Lenexa, Kansas</p> | <p>Boring Started: 6/2/2014</p> <p>Drill Rig: 988</p> <p>Project No.: 02145105</p> |
| | | <p>Boring Completed: 6/2/2014</p> <p>Driller: SSS</p> <p>Exhibit: A-4</p> |

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_02145105.GPJ TEMPLATE UPDATE 3-31-14.GPJ 7/24/14

BORING LOG NO. B-4

PROJECT: Rock Port High School Gymnasium Addition

CLIENT: CPMI
Des Moines, IA

SITE: 600 S. Nebraska Street
Rock Port, MO

| GRAPHIC LOG | LOCATION See Exhibit A-1 | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | RECOVERY (in.) | FIELD TEST RESULTS | LABORATORY TORVANE/HP (psf) | UNCONFINED COMPRESSIVE STRENGTH (psf) | WATER CONTENT (%) | DRY UNIT WEIGHT (pcf) | ATTERBERG LIMITS |
|-------------|--|-------------|--------------------------|-------------|----------------|--------------------|-----------------------------|---------------------------------------|-------------------|-----------------------|------------------|
| | DEPTH ELEVATION (Ft.) | | | | | | | | | | LL-PL-PI |
| | Surface Elev.: 97 (Ft.) | | | | | | | | | | |
| | ELEVATION (Ft.) | | | | | | | | | | |
| 0.3 | 3" ROOT ZONE | 96.5 | | | | | | | | | |
| | FILL - LEAN CLAY , trace gravel, brick fragments, and concrete fragments, light brown with light gray | | | | 24 | | 8000 (HP) | | 14 | | 44-23-21 |
| | | 5 | | | 24 | | 9000 (HP) | | 15 | 92 | |
| 8.0 | LEAN CLAY (CL) , light gray, soft to medium stiff | 89 | | | 24 | | 1290 | | 30 | 92 | |
| | | 10 | ▽ | | 16 | | 800 | | 31 | 92 | |
| | | 15 | | | 22 | | 690 | | 31 | 97 | |
| 20.0 | Boring Terminated at 20 Feet | 77 | | | | | | | | | |

Stratification lines are approximate. In-situ, the transition may be gradual.

Advancement Method:
Continuous flight solid stem auger

See Exhibit A-8 for description of field procedures

Notes:

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

Elevations were measured in the field using an engineer's level and grade rod.

WATER LEVEL OBSERVATIONS

▽ 13 feet while sampling



Boring Started: 6/2/2014

Boring Completed: 6/2/2014

Drill Rig: 988

Driller: SSS

Project No.: 02145105

Exhibit: A-5

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_02145105.GPJ TEMPLATE UPDATE 3-31-14.GPJ 7/24/14

BORING LOG NO. B-5

PROJECT: Rock Port High School Gymnasium Addition

CLIENT: CPMI
Des Moines, IA

SITE: 600 S. Nebraska Street
Rock Port, MO

| GRAPHIC LOG | LOCATION See Exhibit A-1 | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | RECOVERY (in.) | FIELD TEST RESULTS | LABORATORY TORVANE/HP (psf) | UNCONFINED COMPRESSIVE STRENGTH (psf) | WATER CONTENT (%) | DRY UNIT WEIGHT (pcf) | ATTERBERG LIMITS |
|-------------|---|-------------|--------------------------|-------------|----------------|--------------------|-----------------------------|---------------------------------------|-------------------|-----------------------|------------------|
| | | | | | | | | | | | LL-PL-PI |
| | Surface Elev.: 96.5 (Ft.) | | | | | | | | | | |
| | ELEVATION (Ft.) | | | | | | | | | | |
| 0.3 | 3" ROOT ZONE | | | | | | | | | | |
| | FILL - LEAN CLAY , trace gravel, light brown and dark gray | 5 | | | 16 | | 9000 (HP) | | 10 | 101 | |
| | | 5 | | | 24 | | | 6130 | 20 | 104 | |
| 8.0 | LEAN CLAY (CL) , light gray, soft to medium stiff | | | | | | | | | | |
| | | 10 | | | 18 | | | 1060 | 30 | 98 | |
| | | 15 | | | 18 | | | 930 | 30 | 93 | |
| 20.0 | Boring Terminated at 20 Feet | | ▽ | | 24 | | | 650 | 32 | 95 | |
| | | 20 | | | | | | | | | |

Stratification lines are approximate. In-situ, the transition may be gradual.

| | | |
|--|---|--|
| <p>Advancement Method: Continuous flight solid stem auger</p> <p>Abandonment Method: Boring backfilled with soil cuttings upon completion.</p> | <p>See Exhibit A-8 for description of field procedures</p> <p>See Appendix B for description of laboratory procedures and additional data (if any).</p> <p>See Appendix C for explanation of symbols and abbreviations.</p> <p>Elevations were measured in the field using an engineer's level and grade rod.</p> | <p>Notes:</p> |
| <p>WATER LEVEL OBSERVATIONS</p> <p>▽ 18 feet while sampling</p> | <p>13910 West 96th Terrace Lenexa, Kansas</p> | <p>Boring Started: 6/2/2014</p> <p>Drill Rig: 988</p> <p>Project No.: 02145105</p> |
| | | <p>Boring Completed: 6/2/2014</p> <p>Driller: SSS</p> <p>Exhibit: A-6</p> |

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_02145105.GPJ TEMPLATE UPDATE 3-31-14.GPJ 7/24/14

BORING LOG NO. B-6

PROJECT: Rock Port High School Gymnasium Addition

CLIENT: CPMI
Des Moines, IA

SITE: 600 S. Nebraska Street
Rock Port, MO

| GRAPHIC LOG | LOCATION See Exhibit A-1 | DEPTH (Ft.) | WATER LEVEL OBSERVATIONS | SAMPLE TYPE | RECOVERY (in.) | FIELD TEST RESULTS | LABORATORY TORVANE/HP (psf) | UNCONFINED COMPRESSIVE STRENGTH (psf) | WATER CONTENT (%) | DRY UNIT WEIGHT (pcf) | ATTERBERG LIMITS | |
|---|---------------------------|-------------|--------------------------|-------------|----------------|--------------------|-----------------------------|---------------------------------------|-------------------|-----------------------|------------------|----------|
| | | | | | | | | | | | ELEVATION (Ft.) | LL-PL-PI |
| | Surface Elev.: 96.5 (Ft.) | | | | | | | | | | | |
| | ELEVATION (Ft.) | | | | | | | | | | | |
| 0.3' 3" ROOT ZONE | | | | | | | | | | | | |
| FILL - LEAN CLAY , trace gravel, light brown and dark gray | | 5 | | | 20 | | +9000 (HP) | | 15 | | | |
| 8.0 | | 16 | | | 16 | | +9000 (HP) | | 16 | | | |
| LEAN CLAY (CL) , light gray, very soft to medium stiff | | 10 | | | 13 | | 3500 (HP) | | 30 | 93 | | |
| 15 | | 20 | | | 20 | | | 1360 | 30 | 95 | | |
| 20 | | 20 | ▽ | | 18 | | | 1110 | 32 | 81 | | |
| 25 | | 25 | | | 18 | | | 690 | 32 | 94 | | |
| 30 | | 30 | | | 20 | | | 840 | 35 | 87 | | |
| 35 | | 35 | | X | 12 | WOH-WOH-WOH | | | 38 | | | |
| 40 | | 40 | | X | 14 | 2-2-2 N=4 | | | 33 | | | |
| 45 | | 45 | | X | 10 | WOH-WOH-2 N=2 | | | 46 | | | |
| 50 | | 50 | | X | 14 | WOH-WOH-3 N=3 | | | 42 | | | |
| 55 | | 55 | | | 17 | | | 1360 | 31 | 97 | | |
| 60 | | 60 | | X | 14 | 1-2-3 N=5 | | | 31 | | | |
| Boring Terminated at 60 Feet | | | | | | | | | | | | |

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic SPT Hammer

Advancement Method:
Continuous flight hollow-stem augers and mud rotary

See Exhibit A-8 for description of field procedures

Notes:

WOH: Weight of Hammer

Abandonment Method:
Boring backfilled with soil cuttings upon completion.

See Appendix B for description of laboratory procedures and additional data (if any).

See Appendix C for explanation of symbols and abbreviations.

Elevations were measured in the field using an engineer's level and grade rod.

WATER LEVEL OBSERVATIONS

▽ 20 feet while sampling



Boring Started: 7/3/2014

Boring Completed: 7/3/2014

Drill Rig: 208

Driller: DB

Project No.: 02145105

Exhibit: A-7

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 02145105.GPJ. TEMPLATE UPDATE 3-31-14.GPJ 7/24/14

Geotechnical Engineering Report

Rock Port High School Gymnasium Addition ■ Rock Port, MO

July 24, 2014 ■ Terracon Project No. 02145101



Field Exploration Description

The boring locations were laid out at the site by Terracon utilizing the provided site plan by measuring distances from existing site feature and estimating right angles. Ground surface elevations indicated on the logs (rounded to the nearest ½ foot) were obtained by drill crew using an engineer's level and grade rod. The elevations were referenced to the FFE of the existing dome-shaped structure. We assigned an arbitrary elevation of 100 feet, site datum, to the FFE of this structure. The locations and elevations of the borings should be considered accurate only to the degree implied by the means and methods used to define them.

The borings were drilled with a rotary drill rig using continuous flight augers and core drilling to advance the boreholes. Samples of the soils encountered at the borings were obtained using thin-walled tube sampling procedures. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge is pushed hydraulically into the soil to obtain a relatively undisturbed sample. The samples were sealed and transported to the laboratory for testing and classification.

The drill crew prepared a field log of each boring. These logs included visual classifications of the materials encountered during drilling and the driller's interpretation of the subsurface conditions between samples. The boring logs included with this report represent an interpretation of the field logs and include modifications based on laboratory observation and tests of the samples.

APPENDIX B
LABORATORY TESTS

Geotechnical Engineering Report

Rock Port High School Gymnasium Addition ■ Rock Port, MO

July 24, 2014 ■ Terracon Project No. 02145105

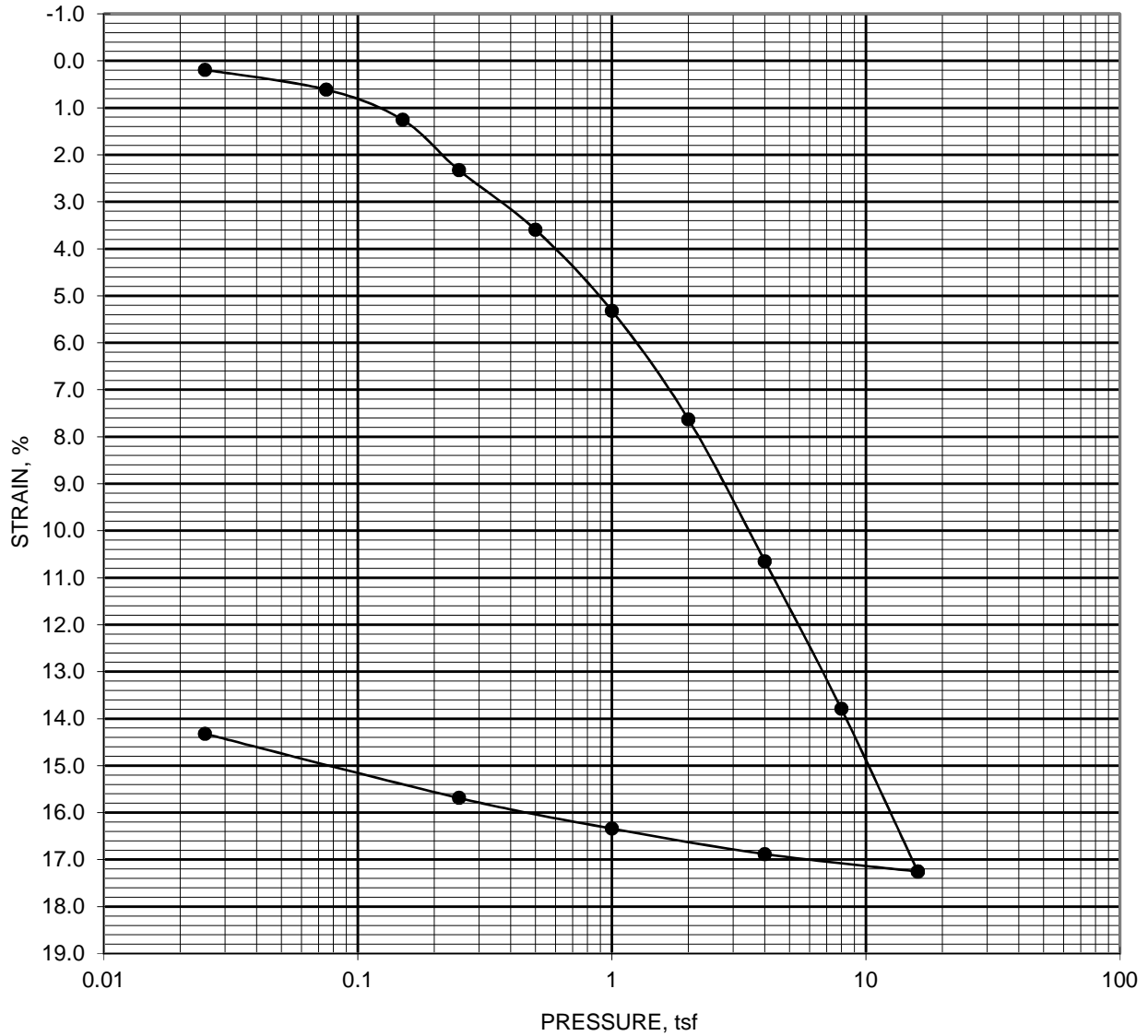


Laboratory Tests

Representative samples obtained from the borings were tested in the laboratory to measure their natural water contents, dry unit weight, Atterberg limits, and unconfined compressive strength. A hand penetrometer was used to estimate the approximate unconfined compressive strength of selected cohesive samples. A one-dimensional consolidation test was performed on a sample obtained from Boring B-6. The test results are provided on the boring logs in Appendix A and the test data sheet in Exhibit B.

The soil samples were classified in the laboratory based on visual observation, texture, plasticity, and the limited laboratory testing described above. The soil descriptions presented on the boring logs for native soils are in accordance with the enclosed General Notes and Unified Soil Classification System (USCS). The estimated USCS group symbols for native soils are shown on the boring logs, and a brief description of the USCS is included in this report.

**ONE-DIMENSIONAL CONSOLIDATION PROPERTIES OF COHESIVE SOILS
ASTM D2435**



| | | | | | | | |
|---|-------|---------------|-------|------------------|----------------|------------------|---------------|
| DIAMETER, mm | 63.57 | HEIGHT, mm | 25.31 | PROPERTY | BEFORE TEST | AFTER TEST | |
| OVERBURDEN PRESSURE, tsf | | | 1.68 | MOISTURE, % | 32.6 | 24.0 | |
| PRECONSOL. PRESSURE, tsf | | | 0.81 | DRY DENSITY, pcf | 87.4 | 101.0 | |
| OVER CONSOLIDATION RATIO | | | 0.5 | SATURATION, % | 95 | 99 | |
| COMPRESSION INDEX | | | 0.22 | VOID RATIO | 0.928 | 0.652 | |
| REBOUND INDEX | | | 0.023 | SAMPLE TYPE | 3" SHELBY TUBE | | |
| LIQUID LIMIT | 39 | PLASTIC LIMIT | 25 | PLASTICITY INDEX | 14 | SPECIFIC GRAVITY | 2.7 ESTIMATED |
| SAMPLE DESCRIPTION LEAN CLAY WITH SAND, DARK GRAY | | | | | | | |
| BORING NO. | B-6 | SAMPLE NO. | S-7 | DEPTH, feet | 28.0 - 30.0 | | |

**ROCK PORT GYMNASIUM ADDITION
ROCK PORT, MO
02145105
7/24/2014**

TESTED BY _____

APPROVED BY _____

Terracon

ROCK PORT GYMNASIUM ADDITION
 ROCK PORT, MO
 02145105
 7/24/2014

ADDITIONAL CONSOLIDATION DATA












B-6
 S-7
 28.0 - 30.0

| <u>PRESSURE,</u> <u>tsf</u> | <u>Cv50,</u> <u>cm2/sec</u> | <u>Cv90,</u> <u>cm2/sec</u> | <u>Av,</u> <u>cm2/g</u> | <u>Mv,</u> <u>cm2/g</u> | <u>k,</u> <u>cm/sec</u> |
|--------------------------------|--------------------------------|--------------------------------|----------------------------|----------------------------|----------------------------|
| 0 | | | | | |
| 0.025 | | | 1.50E-04 | 7.79E-05 | |
| 0.075 | 5.79E-04 | 5.83E-04 | 1.66E-04 | 8.63E-05 | 5.00E-08 |
| 0.15 | 6.79E-04 | 6.83E-04 | 1.69E-04 | 8.81E-05 | 5.98E-08 |
| 0.25 | 9.22E-04 | 9.27E-04 | 2.12E-04 | 1.11E-04 | 1.02E-07 |
| 0.5 | 1.01E-03 | 1.02E-03 | 9.96E-05 | 5.29E-05 | 5.34E-08 |
| 1 | 1.33E-03 | 1.34E-03 | 6.80E-05 | 3.66E-05 | 4.87E-08 |
| 2 | 1.43E-03 | 1.44E-03 | 4.55E-05 | 2.49E-05 | 3.57E-08 |
| 4 | 1.54E-03 | 1.55E-03 | 2.98E-05 | 1.67E-05 | 2.58E-08 |
| 8 | 1.83E-03 | 1.84E-03 | 1.55E-05 | 8.98E-06 | 1.65E-08 |
| 16 | 1.96E-03 | 1.97E-03 | 8.53E-06 | 5.13E-06 | 1.01E-08 |
| AVERAGE | 1.25E-03 | 1.26E-03 | 9.63E-05 | 5.09E-05 | 4.47E-08 |

APPENDIX C
SUPPORTING DOCUMENTS

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

| | | | | | | | | |
|---|---|---|--------------------|---|--|--------------------|--|--|
| SAMPLING |  |  | WATER LEVEL |  | Water Initially Encountered | FIELD TESTS | (HP) Hand Penetrometer | |
| | Auger | Split Spoon | |  | Water Level After a Specified Period of Time | | (T) Torvane | |
| |  |  | |  | Water Level After a Specified Period of Time | | (b/f) Standard Penetration Test (blows per foot) | |
| | Shelby Tube | Macro Core | | Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations. | | | (PID) Photo-Ionization Detector | |
| |  |  | | | | | (OVA) Organic Vapor Analyzer | |
| Ring Sampler | Rock Core | | | | | | | |
|  |  | | | | | | | |
| Grab Sample | No Recovery | | | | | | | |

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

| STRENGTH TERMS | RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance Includes gravels, sands and silts. | | | CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance | | |
|-----------------------|--|---|------------------------|--|--|---|
| | Descriptive Term (Density) | Standard Penetration or N-Value Blows/Ft. | Ring Sampler Blows/Ft. | Descriptive Term (Consistency) | Unconfined Compressive Strength, Qu, psf | Standard Penetration or N-Value Blows/Ft. |
| Very Loose | 0 - 3 | 0 - 6 | Very Soft | less than 500 | 0 - 1 | < 3 |
| Loose | 4 - 9 | 7 - 18 | Soft | 500 to 1,000 | 2 - 4 | 3 - 4 |
| Medium Dense | 10 - 29 | 19 - 58 | Medium-Stiff | 1,000 to 2,000 | 4 - 8 | 5 - 9 |
| Dense | 30 - 50 | 59 - 98 | Stiff | 2,000 to 4,000 | 8 - 15 | 10 - 18 |
| Very Dense | > 50 | ≥ 99 | Very Stiff | 4,000 to 8,000 | 15 - 30 | 19 - 42 |
| | | | Hard | > 8,000 | > 30 | > 42 |

RELATIVE PROPORTIONS OF SAND AND GRAVEL

| <u>Descriptive Term(s) of other constituents</u> | <u>Percent of Dry Weight</u> |
|--|------------------------------|
| Trace | < 15 |
| With | 15 - 29 |
| Modifier | > 30 |

RELATIVE PROPORTIONS OF FINES

| <u>Descriptive Term(s) of other constituents</u> | <u>Percent of Dry Weight</u> |
|--|------------------------------|
| Trace | < 5 |
| With | 5 - 12 |
| Modifier | > 12 |

GRAIN SIZE TERMINOLOGY

| <u>Major Component of Sample</u> | <u>Particle Size</u> |
|----------------------------------|--------------------------------------|
| Boulders | Over 12 in. (300 mm) |
| Cobbles | 12 in. to 3 in. (300mm to 75mm) |
| Gravel | 3 in. to #4 sieve (75mm to 4.75 mm) |
| Sand | #4 to #200 sieve (4.75mm to 0.075mm) |
| Silt or Clay | Passing #200 sieve (0.075mm) |

PLASTICITY DESCRIPTION

| <u>Term</u> | <u>Plasticity Index</u> |
|-------------|-------------------------|
| Non-plastic | 0 |
| Low | 1 - 10 |
| Medium | 11 - 30 |
| High | > 30 |

UNIFIED SOIL CLASSIFICATION SYSTEM

| Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A | | | | Soil Classification | | | |
|--|---|--|--|--|-----------------------------------|---------------------------------|------|
| | | | | Group Symbol | Group Name ^B | | |
| Coarse Grained Soils: More than 50% retained on No. 200 sieve | Gravels: More than 50% of coarse fraction retained on No. 4 sieve | Clean Gravels: Less than 5% fines ^C | $Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E | GW | Well-graded gravel ^F | | |
| | | Gravels with Fines: More than 12% fines ^C | Fines classify as ML or MH | GP | Poorly graded gravel ^F | | |
| | | | Fines classify as CL or CH | GM | Silty gravel ^{F,G,H} | | |
| | | Sands: 50% or more of coarse fraction passes No. 4 sieve | Clean Sands: Less than 5% fines ^D | $Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E | GC | Clayey gravel ^{F,G,H} | |
| | Sands with Fines: More than 12% fines ^D | | $Cu < 6$ and/or $1 > Cc > 3$ ^E | SW | Well-graded sand ^I | | |
| | | | Fines classify as ML or MH | SP | Poorly graded sand ^I | | |
| | Fines classify as CL or CH | | SM | Silty sand ^{G,H,I} | | | |
| | Fine-Grained Soils: 50% or more passes the No. 200 sieve | Silts and Clays: Liquid limit less than 50 | Inorganic: | $PI > 7$ and plots on or above "A" line ^J | SC | Clayey sand ^{G,H,I} | |
| $PI < 4$ or plots below "A" line ^J | | | | CL | Lean clay ^{K,L,M} | | |
| Organic: | | | Liquid limit - oven dried | < 0.75 | OL | Organic clay ^{K,L,M,N} | |
| | | | Liquid limit - not dried | | OH | Organic silt ^{K,L,M,O} | |
| Silts and Clays: Liquid limit 50 or more | | Inorganic: | PI plots on or above "A" line | CH | Fat clay ^{K,L,M} | | |
| | | | PI plots below "A" line | MH | Elastic Silt ^{K,L,M} | | |
| | | Organic: | Liquid limit - oven dried | < 0.75 | OH | Organic clay ^{K,L,M,P} | |
| | | | Liquid limit - not dried | | OH | Organic silt ^{K,L,M,Q} | |
| | | Highly organic soils: Primarily organic matter, dark in color, and organic odor | | | | PT | Peat |

^A Based on the material passing the 3-inch (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^E Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

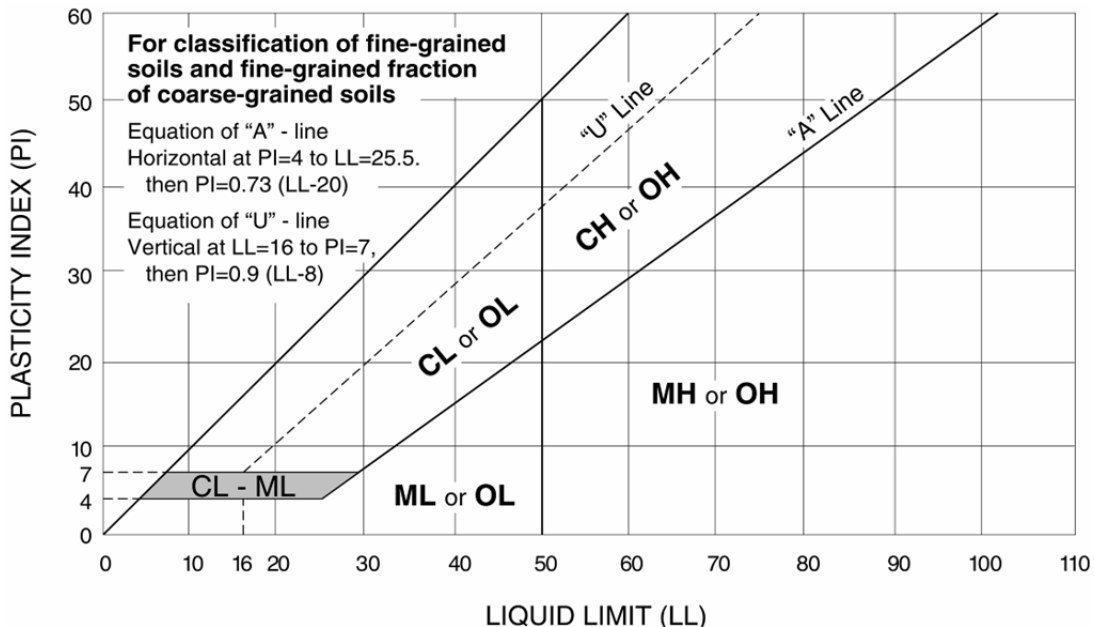
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



SECTION 011000 - SUMMARY OF WORK

1.0 GENERAL**1.1 RELATED DOCUMENTS**

1.1.1 All Contract Documents including Bidding Documents, Conditions of the Contract, General Requirements, Specifications and Drawings apply to Work of this Section.

1.2 CONTRACTS

1.2.1 The Owner intends:

1. To award, in connection with this Project, a Contract or Multiple Contracts composed of the Packages described herein as Owner may determine appropriate based upon overall cost of the Project.
2. To have a full-time Construction Manager (CM) acting as defined in the General and Supplementary Conditions of the Contract.
3. To contract for independent survey, material testing and inspection services as it deems necessary.

1.2.2 Contract Work shall be performed concurrently with and/or in close coordination with Work performed on the Project under other Contracts to make a functionally complete Project.

1.2.3 The extent of the Work of each Package is briefly enumerated under "Description of Work" and "General Scope", but is not necessarily limited to these summary descriptions. Each Contractor shall provide management of their Contract Work. This includes on and off-site management necessary to coordinate with the other Contractors and the Owner and CM, and to complete the Work within the Contract time.

1.2.4 Construction Packages for the Project are:

- CP-1 Aggregate Piers
- CP-2 Mutiscope (General Construction)
- CP-3 Metal Building Systems
- CP-4 Wood Athletic Flooring
- CP-5 Telescoping Stands
- CP-6 Mechanical
- CP-7 Electrical

1.3 GENERAL SCOPE FOR ALL PACKAGES

1.3.1 Contractor's work shall conform to plans and specifications and is to include furnishing material, fabrication, delivery, installation, tools, trucking, equipment, labor, supervision, insurance, taxes, incidentals, engineering and support functions necessary to complete their scope of work.

1.3.2 Contractor shall perform daily and final clean up of debris for all work performed under their scope of work and remove place in owner provided dumpsters. This clean up shall be performed often enough to ensure no other trades are hampered by debris and/or if debris causes a safety situation. Should contractor fail to clean work areas on a daily basis this shall constitute immediate default of contract and area will be cleaned by alternate methods forwarding all cost back to contractor. Should area be occupied by multiple contractors they shall share in the costs based on manpower on project site.

1.3.3 Contractor shall provide all hoisting and rigging for work under their scope unless specifically noted otherwise within Section 011000. All hoisting and scaffolding to be in accordance with O.S.H.A.

- regulations, local and state agencies. All materials delivered F.O.B. jobsite shall be off loaded by contractor to a designated staging point.
- 1.3.4 Each contractor is responsible for all fees required by the architect/engineer for use of electronic files that may be used in coordination/development of shop drawings or as-built.
- 1.3.5 Contractor is responsible for coordinating and scheduling all necessary testing and inspections with CPMI. Be advised that any failed inspections of work will result in payment of re-inspection by Contractor.
- 1.3.6 Contractor is responsible for its' own layout, field verification and engineering. Contractor will be responsible to verify accuracy of work previously installed prior to continuing with their work.
- 1.3.7 Contractor acknowledges he (contractor) has visited the site and is fully aware of site conditions, staging area, access, parking requirements. Neither CPMI nor the Owner is responsible for theft or damage to tools and materials during construction.
- 1.3.8 Contractor is warned that any damage done to existing facilities, new construction, or appurtenances will result in back charges for repairs. Contractor shall and will respect work done by others.
- 1.3.9 Prior to any excavation, locate and protect any existing underground structures or utilities. It is the responsibility of the Contractor to call for locates. Damage of existing utilities shall be repaired by the contractor causing such damage at no cost to the Owner.
- 1.3.10 Should any contractor need to use any scaffolding, lift equipment, etc. provided by others, contractor is responsible to obtain permission prior to use, provide and sign any indemnification or waiver required by the provider of said equipment and identify the Owner & CM against any claim arising from use of said equipment.
- 1.3.11 Contractor to provide experienced flagmen and traffic control personnel to move traffic around the work area and trucks through the work area efficiently and quickly where deemed necessary.
- 1.3.12 Contractor must clean up all mud, dirt and dust tracked onto private and public roadways during construction operations or deliveries. This shall be accomplished as often as required and or at the end of each workday for contractor's work. Any damage caused to the existing walks, drives, fence etc. shall be repaired and paid for the Contractor causes such damage.
- 1.3.13 Contractor is responsible for adhering to all safety and protection guidelines set forth by OSHA, State, Local, and Owner mandates.
- 1.3.14 Contractor is responsible for covering any opening in the elevated metal decks or floors created by cutting or coring through metal deck or floors, either existing or new. This applies for openings created by this contractor for their work only.
- 1.3.15 If temporary barricades or floor opening covers need to be removed to perform contractor's work; it is the responsibility of that contractor to return the area to its previous condition upon completion of work.
- 1.3.16 Each contractor is responsible for all caulking and sealants associated with their work unless specifically noted elsewhere within Section 011000.
- 1.3.17 Each contractor is responsible for maintaining the wall ratings as shown on the drawings. If a contractor's work creates a penetration through a rated wall system, that contractor is responsible for fire safeing and fire sealant as required. This applies whether or not the wall is constructed at the time the material is run through the area. The Contractor for whose work the conduit was intended shall seal conduit left empty.
- 1.3.18 The Construction Manager will secure the Building Permit.

1.4 DESCRIPTION OF WORK

- 1.4.1 Packages listed herein represent significant elements of the Work. Division of Work responsibility between Packages shall be consistent with the "Description of Work". Division of Work responsibility is generally intended to follow standard industry trade divisions with exceptions noted. When Specification Sections are assigned to more than one Package, the Work associated with a Package or as specifically noted will be considered part of the Package. Every package shall include Division 0 – Bidding Requirements and Division 1 – General Requirements.
- 1.4.2 The Work is generally described and is to include everything necessary to make a functionally complete Project.
- 1.4.3 Packages for this project include the following:

CP- 1 Aggregate Piers

Notes:

1. Work includes the installation of the aggregate piers as shown on the drawings.

CP-2 Multiscope (General Construction)

| | |
|--|---|
| 024119 Selective Demolition | 092900 Gypsum Board |
| 033543 Polished Concrete | 095113 Acoustical Panel Ceilings |
| 042000 Unit Masonry | 096513 Resilient Base & Accessories |
| 055000 Metal Fabrications | 096723 Resinous Flooring (Alternate) |
| 055213 Piping and Tube Railings | 099113 Exterior Painting |
| 061000 Rough Carpentry | 099123 Interior Painting |
| 061600 Sheathing | 099600 High-Performance Coatings |
| 071326 Self-Adhering Sheet Waterproofing | 101100 Visual Display Units |
| 072100 Thermal Insulation | 101416 Plaques |
| 076200 Sheet Metal Flashing & Trim | 101419 Dimensional Letter Signage |
| 078413 Penetration Firestopping | 101423 Panel Signage |
| 078443 Joint Firestopping | 102113.15 Stainless-Steel Toilet Compartments |
| 079500 Expansion Control | 102800 Toilet, Bath & Laundry Accessories |
| 081113 Hollow Metal Door Repairs | 104413 Fire Protection Cabinets |
| 083113 Access Doors and Frames | 104416 Fire Extinguishers |
| 083323 Overhead Coiling Doors | 105113 Metal Lockers |
| 084113 Aluminum-Framed Entrances & Storefronts | 116623 Gymnasium Equipment |
| 087100 Door Hardware | 116653 Gymnasium Divider (Alternate) |
| 088000 Glazing | 122113 Horizontal Louver Blinds |
| 088813 Fire-Resistant Glazing | 123661 Simulated Stone Countertops |
| 092216 Non-Structural Metal Framing | |

Notes:

1. Work includes all grading, site preparation, backfill and earthwork shown on the drawings.
2. Work includes all site utilities shown on the drawings.
3. All concrete work is a part of this package including concrete foundations, walls, walks, pavements and slabs.
4. Work includes sealants, caulking and firestopping of any work installed by this contractor.
5. Work includes the restoration, seeding and maintenance of seeding for disturbed areas.

6. Work includes all selective demolition shown on the drawings except for mechanical and electrical systems.

CP-3 Metal Building System

133419 Metal Building Systems

Notes:

1. Work includes the supply and installation of the metal building system and components as described in the Contract Documents.
2. Aluminum windows will be by CP-2 contractor.

CP-4 Wood Athletic Flooring

096466 Wood Athletic Flooring

Note:

1. Work includes the supply and installation of the wood athletic flooring as shown in the Contract Documents

CP-5 Telescoping Stands

126600 Telescoping Stands

Notes:

1. Work includes the supply and installation of the Telescoping Stands as shown in the Contract Documents.

CP-6 Mechanical

| | |
|--|--|
| 078413 Penetration Firestopping | 230553 Identification of HVAC Piping & Equipment |
| 083113 Access Doors and Frames | 230593 Testing, Adjusting & Balancing For HVAC |
| 220500 Common Work Results for Plumbing | 230713 Duct Insulation |
| 220523 General Duty Valves for Plumbing Piping | 230900 Instrumentation & Control for HVAC |
| 220529 Hangers & Supports for Plumbing Piping | 231123 Natural Gas Piping |
| 220553 Identification for Plumbing Piping & Equip. | 233113 Metal Ducts |
| 220700 Plumbing Piping Insulation | 233300 Air Duct Accessories |
| 221116 Domestic Water Piping | 233423 HVAC Power Ventilators |
| 221119 Domestic Water Piping Specialties | 233713 Diffusers, Registers & Grilles |
| 221316 Sanitary Waste & Vent Piping | 237413 Packages Outdoor Central Station Air Handling Units |
| 221319 Sanitary Waste & Vent Piping Specialties | 238216 Split system Air-Conditioners |
| 224000 Plumbing Fixtures | |
| 230100 Basic Mechanical Requirements | |
| 230500 Common Work Results For HVAC | |

Notes:

1. Work includes the demolition of all mechanical systems indicated on drawings.
2. Work includes all firestopping necessary for the work of this contract.
3. Provide access doors as required to access installed work. Turnover doors to appropriate contractor for installation. Coordinate location of access door with installing contractor.

CP-7 Electrical

| | |
|---|--|
| 078413 Penetration Firestopping | 262200 Low-Voltage Transformers |
| 083113 Access Doors & Frames | 262416 Panel Boards |
| 260519 Low Voltage Electrical Power & Conductors | 262726 Wiring Devices |
| 260526 Grounding & Bonding For Electrical Systems | 262816 Enclosed Switches & Circuit Breakers |
| 260529 Hangers & Supports for Electrical Systems | 265100 Interior Lighting |
| 260533 Raceways & Boxes for Electrical Systems | 275123 Educational Intercommunication & Program Systems |
| 260553 Identification for Electrical Systems | 283111 Digital Addressable Fire Alarm System |
| 260923 Lighting Control Devices | |

Notes:

1. Work includes all firestopping necessary for the work of this contract.
2. Work includes installing, modifying, maintaining and removing temporary power and lighting for the Project. Work includes replacement of lamps for temporary lighting.
3. Provide access doors as required to access installed work. Turnover doors to appropriate contractor for installation. Coordinate location of access door with installing contractor.
4. Work included the demolition of all electrical systems as indicated on the drawings.

1.4.4 Referenced standards or codes shall not supersede the division of responsibility established in the Contract Documents.

1.4.5 Each contractor will be responsible for their own layout, excavating, backfilling, grout, welding, expansion control, core drilling, caulking, wood blocking, flashing, insulation, firestopping, joint sealer, hangers, anchors, fasteners, rough hardware, fittings, supports, trim, material/equipment identification, housekeeping slabs, equipment pads and vibration control as required for the installation of their commodity and to make a functionally complete Project unless specifically noted otherwise.

1.4.6 Each contractor shall layout and place all sleeves or openings necessary for the installation of their commodity unless otherwise noted.

1.5 DEFINITIONS

1.5.1 The terms "Architect, Architect/Engineer, Arch/Eng, A/E, Engineer, Design Professional or like terms shall mean the same.

1.5.2 The term "CM" or like terms shall mean Construction Manager.

1.5.3 The term "Provide" shall mean furnish and install unless otherwise noted.

1.5.4 The term "By Others" or "NIC" or like terms shall mean the Owner or individual Contractor consistent with the Division of Responsibility as determined by the CM.

END OF SECTION 011000

SECTION 011530 - CHANGES AND CLAIRIFICATIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specifications, apply to this section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 1 Section 013216, “ Construction Schedules” for requirements for the Contractor’s Construction Schedule.

1.3 MINOR CHNAGES IN THE WORK

- A. Supplemental instructions authorizing minor changes in the Work, not involving any adjustment to the Contract Sum or Contract Time, will be issued by the Architect-Engineer, via the Construction Manager on AIA form G710, Architect’s Supplemental Instructions.

1.4 CHANGE REQUESTS

- A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Construction Manager in conjunction with the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
 - 1. Request for Proposals issued by the Construction Manager are for information only. Do not consider them instructions either to stop work in progress, or to execute the proposed change.
 - 2. Unless otherwise indicated in the Request for Proposal, within 10 days of receipt of the RFP, submit to the Construction Manager a cost to execute the proposed change.
 - a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, etc.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor – Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Construction Manager.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - 2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, etc.
- C. Field Order: The Construction Manager may issue a Field Order for changes that require immediate action.

1. Maintain detailed records on time and material basis of the work required by the Field Order.
2. Time and material records are to be turned into the Construction Manager on a daily basis. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract

1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Request for Proposal, the Construction Manager, in conjunction with the Architect, may issue a Construction Change Directive on AIA Form G714, Instructing the Contractor to proceed with the Work, for subsequent inclusion in a Change Order.
 1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on time and material basis of the work required by the Construction Change Directive.
 3. Time and material records are to be turned into the Construction Manager on a daily basis.
 4. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.6 CHANGE ORDER PROCEDURE

- A. Upon the Owner's approval of a Contractor's Proposal, The Construction Manager will issue a Change Order for approval of the Owner, Architect and Contractor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01035

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Resinous flooring.
 - 1. Base Bid: Stained & Polished Concrete
 - 2. Alternate: Install Resinous Flooring. Reference Specification Section 096723 "Resinous Flooring". Reference Drawing Sheet A701 for room locations of flooring change.

- B. Alternate No. 2: Gymnasium Divider Curtain
 - 1. Base Bid: No Divider Curtain
 - 2. Alternate: Install Gymnasium Divider Curtain. Reference Drawing Sheet A601 for location in Gymnasium 100. Reference Specification Section 116653 "Gymnasium Dividers".

- C. Alternate No. 3: Motorized Telescoping Stands
 - 1. Base Bid: Manual Telescoping Stand
 - 2. Alternate: Motorized Home Side Bleachers. Home Side is the larger Telescoping Stands Section on the West side of Gymnasium 100.

END OF SECTION 012300

SECTION 013100 - PROJECT MEETINGS & ADMINISTRATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:

- Pre-Construction Conference.
 - Progress Meetings.

- B. This Section specifies administrative and procedural requirements for the Project site.

1.03 PRE-CONSTRUCTION CONFERENCE

- A. Construction Manager will schedule a pre-construction conference and organizational meeting at the Project site or other convenient location prior to commencement of construction activities. Meeting will be conducted to review responsibilities and personnel assignments.

- B. Attendees: The Owner, Architect and their consultants, the Construction Manager, the Contractor and its superintendent, major subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

- C. Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
 - Critical Work sequencing.
 - Designation of responsible personnel.
 - Procedures for processing field decisions and Change Orders.
 - Procedures for processing Applications for Payment.
 - Distribution of Contract Documents.
 - Submittal of Shop Drawings, Product Data and Samples.
 - Preparation of record documents.
 - Use of the premises.
 - Office, Work and storage areas.
 - Equipment deliveries and priorities.
 - Safety procedures.
 - First aid.
 - Security.
 - Housekeeping.
 - Working hours.

1.04 PROGRESS MEETINGS

- A. Progress meetings will be conducted at or near the Project site at regularly scheduled intervals.

- B. Attendees In addition to representatives of the Owner, Architect, Construction Manager, and Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.

- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project. Review the present and future needs of each entity present, including such items as:
 - Interface requirements.
 - Deliveries.
 - Access.
 - Site utilization.
 - Temporary facilities and services.
 - Hours of Work.
 - Hazards and risks.
 - Housekeeping.
 - Quality and Work standards.
 - Change Orders.
 - Documentation of information for payment requests.

- D. Reporting: The Construction Manager will prepare and distribute copies of minutes of the meeting to each party present and to other parties who should have been present.

1.05 PROJECT ADMINISTRATION

- A. Hard Hats. The Project is to be considered a “Hard Hat Area” for the duration of the Project.

- B. Limitations for use of Site. The Contractors will have joint control of the premises inside the construction boundaries. Contractors will coordinate space for use by themselves and their subcontractors with others.

PART 2 – PRODUCTS
Not Used

PART 3 – EXECUTION
Not Used

END OF SECTION 013100

SECTION 013216 - CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

1.2 COORDINATION

- A. The Contractor shall closely coordinate scheduling with all other Contractors and the CM. Contractor shall coordinate work closely with the Contractors of other current and future contracts.

1.3 MILESTONES

- A. The Owner has established milestone dates for the project as follows:

| | |
|-------------------------------|----------------|
| Anticipated Award of Contract | 2 October 2014 |
| Substantial Completion | 8 August 2014 |

- B. A "Milestone" is a scheduled critical activity representing the start or end of a series of activities or an accomplishment or an event in the course of the project. The Contractor is required to closely coordinate and sequence the Contractor's Work with the Work of the other Contractors and the CM so the Work of all Contractors is complete by the Milestone. The date of the Milestone is a significant point in time and is contractually binding on the Contractors.
- C. The milestone dates are part of the Contract. If the project start date shall be delayed through no fault of the Contractor the completion milestones shall be adjusted accordingly, upon application to the Owner for an extension or delay of such dates and approval by the Owner of a change order to the extent consistent with the Contract Documents. Upon such extension or change of milestone dates, there shall be no increase in the Contract Price unless otherwise required by the Contract Documents.

1.4 PRELIMINARY SCHEDULE

- A. The Contractor and Subcontractor shall, within seven (7) calendar days after award of Contract, provide their own data to the CM reflecting the actual plan of operation for the Project consistent with the milestone date. Schedule input data shall include a comprehensive list of all activities of the construction phase of the Project, including submittals (Shop Drawings, Samples, Product Data), procurement of material (fabrication, delivery) and on-site activity (erection, installation, construction).
- B. The Contractor shall identify for each activity duration, sequence, activity description, crew size and dollar value. Submittal activities shall be listed with the anticipated date of submittal. Procurement activities shall be listed with the duration required for fabrication and delivery from date of release. On-site activities shall represent identifiable Work activities able to be completed without interruption. On-site activities shall have a maximum duration of ten (10) working days except as approved by the CM.
- C. The contractor shall be responsible for providing data to develop and update the Schedule.
- D. The Contractor shall be responsible for the methods, procedures, performance and scheduling of the Work consistent with good practice. Neither the CM nor the Owner warrants the information

supplied by the contractors as accurate or correct or that the Project can be performed as scheduled based upon the data supplied by the Contractors.

- E. The Contractor shall provide input to establish intermediate Milestones to be incorporated into the Contract Schedule as Milestones to further the orderly progression of the Work consistent with the milestone date.
- F. The CM shall computerize input data supplied by the Contractor(s) in a Critical Path Network Schedule format. The cost for the computerization of the Schedule will be borne by the Owner. however, The Contractor shall bear the cost of furnishing support to the CM to satisfy the requirements of this Specification. Subcontractors shall bear the cost of furnishing the support of the their personnel or the same purpose.
- G. The CM will meet the Contractor to revise and expand the Schedule and resolve conflicts. The revised Schedule shall conform to the specific plan of operation envisioned by the Contractor(s) and the milestone date. The CM will guide the Contractor in determining the level of detail to be included in the Schedule.
- H. The Schedule shall be adequate to evaluate progress, evaluate cost of Work in place and serve as a control technique for the Contractor's Field Superintendent. The first and subsequent progress payments shall not be made until the preliminary Schedule has been completed.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. The CM shall incorporate the Preliminary Schedule into the milestone date. The Contractor shall meet with the CM to discuss the Preliminary Schedule and resolve conflicts. The Schedule shall be revised as required, to comply with the specified Contract item and to coordinate with the milestone date. The revised Schedule shall then be issued as the Contractor's Construction Schedule and shall be binding upon the Contractor as the Contract Schedule. The second and subsequent progress payments shall not be made until the Contract Schedule is approved.
- B. The acceptance of the Contractor's Construction Schedule shall neither impose on the CM responsibility for progress or scheduling of the Work nor relieve the Contractor from full responsibility therefore.

1.6 CONTRACT SCHEDULE UPDATING

- A. The Contractor and all Subcontractors shall be obligated to perform in accordance with the Contract Schedule and to participate in Schedule updating. The contractor shall include provisions in all Subcontracts binding subcontractors to participate in revisions of the Schedule as are necessary and to supply data throughout the Project.
- B. At the end of the first month, and every month thereafter (Or at lesser intervals if necessary) the Contractor shall submit Schedule update information to the CM. The CM will meet with the Contractors and major Subcontractors at the jobsite to review and update the Schedule. The Contractor shall have in attendance at these meetings personnel who are intimately familiar with the details of the Project and its current status and who have decision-making authority. They shall assist the CM in every manner to determine the actual status of the Project and make such decisions as may be required to maintain the Contract Schedule. Contractor's failure to provide requested information may result in withholding of payment.
- C. The Contractor shall submit to the CM a copy of his signed Purchase Orders and Subcontracts. Such information shall be submitted as soon as available so the CM will be aware of the progress being made by the Contractor in the placing of orders and the status of material procurement. The Contractor shall be solely responsible for expediting the delivery of all material furnished by them and coordinating their subcontractors so construction progress shall be maintained according to the Contract Schedule.

1.7 COMPLIANCE WITH THE CONTRACT SCHEDULE

- A. If the Contractor shall fail to adhere to the Contract Schedule or to the said Schedule as revised, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion of the Work in accordance with said Contract Schedule at no additional cost to the Owner, except in accordance with the provision of the Contract governing such costs.
 - A.1 The Owner may require the Contractor to complete, in detail, and submit weekly a Short Interval Schedule (SIS) showing 1) Planning for the next two weeks; 2) Work completed for the previous week; 3) sufficient detail to evaluate daily milestone, if any, and manpower/equipment loading and shall identify/tie into the monthly updated schedule.
- B. If the Owner notified the Contractor of any change in the Contract or any extra Work performed, or if any other conditions arise which are likely to cause or are actually causing delays, the Contractor shall notify the CM in writing within five (5) days of the receipt of such notice or occurrence of such condition. This notice shall document the effect, if any of such change or extra Work, of suspension or other condition upon the Contract Schedule.
- C. No time extensions will be granted due to a delay in any activity unless the Owner deems the length of the delays exceeds the float time associated with the activity at the time the delay occurs.
- D. The CM may require the Contractor to prepare and submit a Recovery Schedule to be incorporated into the Contract Schedule demonstrating the Contractor's program and proposed plan to regain lost Schedule progress and insure completion of the Work within the Contract time.
- E. The Contractor shall supervise all work activities to maintain progress in accordance with Schedule.

1.8 FLOAT TIME

- A. The Contractor, in directing the compliance with Contract Schedule shall cooperate with the Owner in utilizing float time. Full control over use of total float time in the Contract Schedule rests with the Owner and will be utilized by him in any necessary rescheduling of the contract Schedule occasioned by design changes, field conditions, strikes, acts of God or unavoidable equipment and material delays. If scheduling of any activity adversely affects the Contractor's operation, he shall advise the CM in writing no later than five (5) days after receipt of the revised Schedule or notice of intent to revise the Schedule.

1.9 CASH FLOW PROJECTION REPORT

- A. The Contractor shall be responsible for providing, to the CM, all data to develop and update a Cash Flow Projection Report. A dollar amount will be assigned to each activity of the approved Contract Schedule. The dollar amount will equal the value of the activity and the sum of these amounts will equal the Contract amount.
- B. The Cash Flow Projection Report will be updated each month.

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction video recordings.
- B. Related Requirements:
 - 1. Division 01 Section "Submittal Procedures" for submitting photographic documentation.
 - 2. Division 01 Section "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Video Recordings: Submit video recordings within seven days of recording.
 - 1. Submit video recordings in digital video disc format acceptable to Architect.

1.4 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.5 USAGE RIGHTS

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Video Recordings: Provide high-resolution, digital video disc in format acceptable to

Architect.

PART 3 - EXECUTION

3.1 CONSTRUCTION VIDEO RECORDINGS

- A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings.
- B. Preconstruction Video Recording: Before starting demolition, record video recording of Project site and surrounding properties from different vantage points, as directed by Architect.
 - 1. Show existing conditions adjacent to Project site before starting the Work.
 - 2. Show existing conditions of existing building, pavements, walkways, landscaping, lawns and other items as directed by Architect.
 - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of demolition.
 - 4. *Contractor will be responsible to Video above ceiling within project area and above ceiling adjacent to project area in addition to the requirements listed in the specification section.*

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES**PART 1 GENERAL****1.1 SUBMITTALS SPECIFIED IN OTHER PORTIONS OF THIS PROJECT MANUAL are as follows:**

| | |
|--------------------|---|
| General Conditions | Applications for Payment Consent of Surety to Reduction in or Partial Release of Retainage Consent of Surety to Final Payment Contractor's Affidavit of Payment of Debts and Claims Release or Waiver of Liens from Contractors, Subcontractors and Suppliers |
|--------------------|---|

| | |
|----------------|--|
| Section 017700 | Inspection Certificates Extra Stock Specified Product Warranties as listed in that Section Water System Disinfection Reports Operating and Maintenance Manuals Air Balancing Reports Performance Test Reports Project Record Drawings |
|----------------|--|

1.2 SCHEDULE OF VALUES shall be completed in duplicate on AIA Documents G703, Continuation Sheet, or on forms as approved by the Construction Manager, and submitted prior to the first Application for Payment and shall reflect in detail all of the Work included under the Contract.

A preliminary copy of this form shall be submitted to the Construction Manager to approve or modify the breakdown of line items before final copies are submitted.

1.3 LIST OF SUBCONTRACTORS AND MATERIAL SUPPLIERS shall be entered on the form furnished by the Construction Manager, and submitted within 10 days after the Notice-to-Proceed or Award of the Project.

1.4 CERTIFICATE OF INSURANCE, shall be submitted by the Contractor in duplicate before work is started on the site in accord with the General Conditions.

1.5 PERFORMANCE BOND AND PAYMENT BOND, each in the amount equal to 100 Percent of the Contract Price, shall be submitted in duplicate in accord with the requirements of Part 7 of the Instructions to Bidders and the General Conditions.

1.6 SHOP DRAWINGS, PRODUCE DATA AND SAMPLES shall be submitted as follows:

- A. Except for product samples, all product submittals shall be submitted electronically to the Construction Manager.
- E. All shop drawings and samples related to color choices and color issues shall be submitted at one time with all samples and colors submitted in triplicate.
- F. The Contractor shall review, mark-up and stamp all shop drawings prior to submittal to the.
- G. Changes from the Contract Documents on a shop drawing shall be listed in a letter of explanation accompanying the shop drawing.
- H. All shop drawing dimensions shall be in English units and metric units or English units only. Shop drawings with dimensions in metric units only will be rejected.

END OF SECTION 013300

SECTION 014500 - QUALITY CONTROL SERVICES

TESTING AGENCY for all soil, concrete, steel and other testing and special inspections hereinafter specified will be as selected by the Owner. The name of the selected testing laboratory will be issued to the Contractor prior to beginning of construction.

NOTIFICATOIN OF TESTING AGENCIES that materials are ready for sampling, observation and testing shall be made by the Contractor. Such notification shall be made at least one day in advance.

SAMPLING shall be made by the Testing Agencies authorized representatives. The location from which the sample was taken shall be noted on the Test Report.

REPORTS shall be distributed by the Testing Agencies as follows:

| | |
|---|----------|
| Construction Manager | one copy |
| Architect/Engineer | one copy |
| Contractor | one copy |
| Concrete Producer (concrete tests only) | one copy |
| Steel Fabricator (steel tests only) | one copy |

PAYMENTS for all required observation and testing shall be made by the Owner directly to the Testing Agencies since they will be under direct contracts to the Owner. The Contractor shall not include costs for observation and testing services required of this Section except as stated below.

THE CONTRACTOR shall be responsible for maintaining close communication with the Testing Agencies in order to assure that they are notified as to the schedule when such work requiring testing and observation is or si not going to take place. If the Contractor persistently fails to notify the Testing Agency when that work is not going to take place due to weather or other reasons, the costs of the unnecessary trips to the site by the Testing Agency shall be paid by the Contractor from his/her own funds.

RETESTING and re-inspection of soils tests and inspections, concrete testing and steel inspections due to failure shall be paid by the Contractor.

PATCHING, if required by the taking of samples, shall be made by the Contractor.

END OF SECTION 014500

SECTION 015000 - TEMPORARY FACILITIES & CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. Each Contractor is to provide temporary facilities as required herein or as necessary to carry out the work. The items required by this section shall apply to each prime contractor unless stated otherwise.

1.02 CONSTRUCTION AIDS

- A. Each Contractor shall be solely responsible for the selection, design, installation, use, maintenance and removal of temporary construction aids, such as hoists, cranes, scaffolds, ramps, runways, staging, ladders, sheeting, shoring, formwork, bracing, guard rails, platforms, swing stages, and similar temporary facilities for placing or gaining access to the work.
- B. Each Contractor shall establish and initiate use of each temporary facility at time first reasonably required for proper performance of the Work. Terminate use and remove facilities at earliest reasonable time, when no longer required or when permanent facilities have, if authorized by Owner's Representative, replaced the need.

1.04 TEMPORARY POWER AND LIGHT

- A. Cost of temporary electricity used for construction will be paid for by Owner.
- B. Temporary power and lighting is to be provided and maintained by Construction Package CP-7 Electrical.

1.05 PROJECT IDENTIFICATION/SIGNS

- A. The Owner will provide and erect a project identification sign.
- B. No signs or advertisements will be allowed to be displayed on the premises without the approval of the Owner's Representative. Small signs for the purpose of directing traffic or deliveries may be erected as approved.
- C. Barricades and required postings may be erected without prior approval.

1.07 TEMPORARY FENCE

- A. Contractors shall provide temporary fencing around excavations or as needed. A site fence will not be in place at the time of this work.

1.09 WATER AND SNOW CONTROL

- A. Each Contractor shall keep their work free from accumulation of water. Supply, maintain, and operate necessary pumping and bailing equipment.

1.10 TRASH REMOVAL

- A. Each Contractor is responsible for the removal from site and proper disposal of any hazardous and/or flammable materials.
- B. The Owner will provide a dumpster for general trash and waste.

1.11 POLLUTION CONTROL

- A. Each Contractor shall provide methods, means, and facilities to prevent contamination of soil, water and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Contractor and the Subcontractors shall be responsible for and immediately report to OR and to the required public officials and spill which occurs of any noxious, toxic, petroleum, or pollutant substances promptly as required by law, ordinance, rule or regulation.

1.12 PROTECTION OF INSTALLED WORK

- A. Each Contractor shall provide temporary protection for installed products and control traffic in immediate are to avoid and minimize damage. Repair any damage resulting from any construction operations.
- D. Control cleaning operations so that dust and other particulates will not adhere to wet or newly coated surfaces.
- E. Clean up shall include the removal and lawful disposal of all contaminated materials, including work materials.

1.13 CLEAN-UP

- A. Demolition, waste, rubbish and dirt accumulation shall be removed at the end of each day by each Contractor. Materials and equipment shall be kept in a neat and orderly fashion.
- B. If a Contractor fails to clean-up to the satisfaction of the Owner and, after 24 hours written notice to the Contractor, the Owner may clean-up and the cost will be subtracted from the Contractor's payment.

1.14 SECURITY ENCLOSURE AND LOCK-UP

- A. Each Contractor shall provide the types of temporary security and protection provisions which may be required, including but not limited to, fire protection, barricades, warning signs/lights, site enclosure fence, sidewalks, bridges, building enclosure/lock-up, personnel security program (theft prevention), environmental protection and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site. Contractor shall lock up gates and secure site after each working period.

1.15 TEMPORARY SUPPORT FACILITIES and FIELD OFFICE

- A. The types of temporary support facilities by each Contractor may be required include, but not by way of limitation, field offices, storage sheds, fabrication sheds, drinking water, first aid facilities, bulletin board, private and public telephones, clocks, thermometer, clean-up facilities, water disposal service and similar miscellaneous general services, all as may be reasonably required for proficient performance of the work and accommodation of personnel at the site.
- B. Each Contractor shall keep all his job records, as-built drawings, etc. available for review on site. Maintain copy of Contract Documents, shop drawings, correspondence, Architect's Direction, etc. Maintain neat housekeeping. Only shop drawings reviewed by Architect shall be kept on file.

1.16 SAFETY

- A. Each Contractor is responsible for its own safety program in accordance with applicable provisions of the Occupational Safety and Health Act, Hazard Communication Standard (or HazCom for short) and the Iowa Right-To-Know Act. Contractor shall:

1. Provide a copy of all material safety data sheets (MSDS) to the Owner's Representative for each covered chemical and have an additional copy of same available for employees on-site. Each Contractor is responsible for providing data sheets to other Contractors and reviewing data sheets from the other Contractors.
2. Submit a copy of its written Hazard Communication Program to the Owner's Representative.
3. Identify one person who is in charge of the program and provide training, as required, to its employees.
4. Properly label and store all containers of chemicals on-site or used in the construction.
5. Dispose of all chemicals in a manner described by applicable laws and requirements.
6. Submit their written safety program to the Owner's Representative. Address any applicable items by written text, discuss practicable plan to communicate information to employees, implementing the program on the job site and for compliance and enforcing corrective action.
7. Comply with OSHA Act 1926.21 (2) for instructing each employee. Each tradesman that works on this project shall be instructed in the recognition and avoidance of unsafe conditions.

1.17 WATER

- A. Contractors will be allowed to use water available at the site with no charge.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Provide new or used materials and equipment that are undamaged and in serviceable condition. Provide only materials and equipment that are recognized as being suitable for the intended use, by compliance with appropriate standards.

2.02 FIRST AID

- A. Comply with governing regulations and recognized recommendations within the construction Industry.

2.03 FIRE SAFETY DEVICES

- A. Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations, provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case. These extinguishers shall not be the units to be later installed in the Project.
- B. Special Use Fire Extinguishers: Contractor shall provide types, sizes, numbers and locations for specific use such as flammable storage, cutting torches, etc., as required and would be reasonably effective in extinguishing fires during early stages, by personnel at project site. Provide Type A extinguishers at locations of low potential for either electrical or grease-oil-flammable liquid fires; provide Type ABC dry chemical extinguishers at other locations; comply with recommendations of NFPA No. 10 and Occupational Safety and health Act. Post warning and quick instructions at each extinguisher location, and instruct personnel at project site, at time of their first arrival, on proper use of extinguishers and other available facilities at project site.

- C. Welding, flame cutting or other operations involving the use of flame, arcs or sparking devices shall have adequate protection and shielding, particularly at the point of operation. All combustible and flammable material shall be removed from the immediate working area. If removal is impossible, all flammable or combustible materials shall be protected with a fire blanket or suitable non-combustible shields to prevent spark, flames or hot metal from reaching the flammable or combustible materials. Contractor shall provide the necessary personnel and fire fighting equipment to effectively control fires resulting from welding, flame cutting or other operations involving the use of flame, arcs or sparking devices
- D. Flammable materials: Not more than a one day supply of flammable liquids such as oil, gasoline, paint or paint solvent shall be brought into the building at any time. All flammable liquids, which have a flash point of 100 degrees Fahrenheit or below, which must be brought into any building, shall be confined to the Underwriter's Laboratories labeled safety cans. The bulk supply of all flammable liquids shall be detached at least seventy-five (75) feet from the building and from yard storage of building materials. Spigots on drums containing flammable liquids are prohibited on the project site. Drums are to be equipped with approved vent pumps.
- E. Fire Hydrants: The area fire hydrants must be accessible at all times. Fences and construction work must be arranged and accomplished to provide immediate access to hydrants.

PART 3 - EXECUTION

3.01 INSTALLATION. GENERAL

- A. Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in a minimum interference with the performance of the work. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire of the project.

3.03 SANITARY FACILITIES

- A. The Owner will provide portable toilets.

3.04 FIRE EXTINGUISHERS

- A. Comply with the applicable recommendations of NFPA Standard 10 "Standard for Portable Fire Extinguishers". Locate fire extinguishers where they are most convenient and effective for their intended purpose, but not less than one extinguisher in each Work Area.

3.05 STORAGE OF MATERIALS

- A. Each Contractor shall provide and maintain all necessary on-site facilities and structures required to protect materials. Temporary structures for material storage shall be weather tight, neatly constructed, well maintained and subject to approval of the Owner. Materials shall be stored and secured in the area so designated on the drawings and as-directed by the Owner. The Contractor is responsible for the security of all his materials, tools, and equipment and the Owner will not be liable for any loss or damage to same.

3.06 PARKING AND TRAFFIC CONTROL

- A. Contractors are to coordinate on site parking with the Construction Manager.

END OF SECTION 015000

SECTION 017700 - PROJECT CLOSEOUT

PART 1 GENERAL

1.1 CLOSEOUT PROCEDURES

- A. Approximately 2 weeks prior to Substantial Completion submit draft copy of Operation and Maintenance data for review by architect and Engineer.
- B. Approximately 2 weeks prior to Substantial Completion the Contractor shall execute the final cleaning of the project and adjust operating equipment for proper operation.
- C. Approximately 2 weeks prior to Substantial Completion of the project, the Contractor shall notify the Owner and Architect to schedule a site observation visit to review the completed project. The purpose of the visit will be to mutually identify incomplete items. The Contractor shall prepare a "Punch List" of incomplete work, and following the visit shall work with the Subcontractors to resolve incomplete items.
- D. Approximately 1 week prior to Substantial Completion, the Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's inspection.
- E. During the week prior to Substantial Completion, the Contractor shall train Owner's personnel on the operation of the building's equipment, obtain receipts for spare parts and maintenance materials submitted to the Owner, and turn over to the Owner the Operations and Maintenance Manuals, Copies of Warranties, Record Drawings, and any other closeout paperwork
- F. A Substantial Completion Inspection shall be conducted by the Architect and the Owner, accompanied by the Contractor. The Contractor shall bring a list of incomplete items to the inspection and the Architect will prepare a list of incomplete items.
- G. At the Substantial Completion Inspection, the Contractor shall turn over the keys to the project.
- H. The Contractor shall immediately resolve all issues on the Substantial Completion List.
- I. The Contractor shall submit final lien waivers, or for public projects release of claims, in form acceptable to the Architect.
- J. Contractor shall submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. Submit form indicating consent of Surety to final payment.
- K. Items found after the time of the Substantial Completion Inspection that are in need of repair shall be immediately addressed by the Contractor and covered under the Builder's Warranty.

1.2 CLEANING. When the project is completed, the Contractor shall clean all site and building areas affected by this work, removing all rubbish and excess materials. Dust accumulations shall be totally removed from all interior surfaces. See General Conditions and individual Specification Sections for further clean-up requirements.

1.3 SUBMITTALS. The following submittals shall accompany the Contractor's final Application for Payment. Submittals shall be submitted in duplicated unless otherwise specified in the Sections indicated and other portions of this Project Manual as indicated.

General Conditions
General Conditions

Contractor's Affidavit of Payment of Debts and Claims
Contractor's Affidavit of Release of Liens (AIA Document G706A,
latest edition)

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| General Conditions | Individual Releases of Waivers of Liens from Subcontractors and Suppliers |
| General Conditions | Consent of Surety of Final Payment (AIA Document G707, latest edition) |
- 1.4 INSPECTION CERTIFICATES issued by regulatory agencies shall be submitted to the Construction Manager before final payment.
- 1.5 TESTING REPORTS shall be submitted to the Construction Manager before final payment, and shall include the following:
Performance Tests
Air Balancing Reports
Water System Disinfection Reports
Other items as required by the Contract Documents
- 1.6 PROJECT RECORD DRAWINGS shall be delivered to the Construction Manager before final payment in accordance with the General Conditions of the Contract. Record drawings shall be a copy of the drawings, properly marked to reflect changes made during construction, and with undamaged edges. These Drawings shall be the Contractor's separate field set on which he/she has accurately marked changes that were made during construction.
- 1.7 OPERATION AND MAINTENANCE MANUALS AND REPAIR KITS
- A. Operation and Maintenance Manuals shall be submitted to the Construction Manager in duplicate before final payment or earlier when specified.
- B. Operation and Maintenance Manuals shall be bound in plastic or vinyl-covered 3-ring binders. The binders shall be large enough to accommodate all materials and shall be marked with tabs to identify the contents.
- 1.8 INSTRUCTIONS FOR THE OWNER
- A. ON COMPLETION OF THE JOB, the Contractor shall demonstrate the proper operation and maintenance procedures for all mechanical, electrical and operating general construction items prior to final acceptance by the Owner.
- 1.9 EXTRA STOCK, as required by the Contract Documents, shall be delivered to the Owner before final payment.

END OF SECTION 017700