

# **RYLE HALL MASONRY REPAIRS 2025**

TRUMAN STATE UNIVERSITY

## **PROJECT MANUAL**

**SPECIFICATIONS AND DRAWINGS**

**August 26, 2025**



TRUMAN STATE UNIVERSITY  
100 EAST NORMAL, MC100  
Kirksville, Missouri 63501

**BUILDING RESOURCE STUDIO, LLP**

Architecture, Building and Records Assessment,  
Capital Planning, Construction Administration



**SECTION 00 0101  
PROJECT TITLE PAGE**

**RYLE HALL MASONRY REPAIRS 2025  
TRUMAN STATE UNIVERSITY,  
KIRKSVILLE, MISSOURI**

**CONSTRUCTION DOCUMENTS: DRAWINGS AND SPECIFICATIONS**

**BID SET**

**Truman State University  
100 E Normal Street  
Kirksville, MO 63501**

**END OF PROJECT TITLE PAGE**

**SECTION 00 0102  
PROJECT DIRECTORY**

**PROJECT SITE ADDRESSES:**

**TRUMAN STATE UNIVERSITY  
ADMINISTRATIVE OFFICES  
100 E NORMAL STREET, MC100  
KIRKSVILLE, MO 63501**

**ARCHITECT:**

**BUILDING RESOURCE STUDIO, LLP (also known as BRS ARCHITECTS, LLP)  
1500 S BIG BEND BLVD  
SAINT LOUIS, MO 63117  
314-402-5183**

**END OF SECTION**

**SECTION 00 0110**  
**TABLE OF CONTENTS**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

- A. 00 0101 - Project Title Page
- B. 00 0102 - Project Directory
- C. 00 0110 - Table of Contents
- D. 00 1116 - Invitation to Bid
- E. 00 2113 - Instructions to Bidders
- F. 00 2113a – Missouri Preference Statement
- G. 00 2516 – Pre-Bid Meeting
- H. 00 4113 - Bid Form
- I. 00 4313 – Bid Security
- J. 00 4339 – MBE-WBE Forms
- K. 00 4393 – Bid Submittal Checklist
- L. 00 4440 - Affidavit for Affirmative Action
- M. 00 4736 – Annual Wage Order
- N. 00 6000 – Forms
- O. 00 6003 - Supplementary Conditions to A101 Exhibit A
- P. 00 8000 - A201 - General Conditions
- Q. 00 8000a – Supplementary Conditions to A201
- R. 00 9000 – Special Conditions

**SPECIFICATIONS**

**2.01 DIVISION 01 -- GENERAL REQUIREMENTS**

- A. 01 1000 – Summary
- B. 01 2100 - Allowances
- C. 01 2600 – Contract Modifications
- D. 01 2900 – Payment Procedures
- E. 01 3100 – Project Management
- F. 01 5000 – Temp Facilities and Controls
- G. 01 7419 – Construction Waste and Disposal
- H. 01 7800 – Closeout Submittals

**2.02 DIVISION 02 -- EXISTING CONDITIONS**

- A. 02 4119 – Selective Demolition

**2.03 DIVISION 04 -- Masonry**

- A. 04 0100 – Maintenance of Masonry and Stone

**2.05 DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

- A. 07 5423 – TPO Roofing
- B. 07 6200 – Sheet Metal Flashing and Trim
- C. 07 9005 – Joint Sealers

**3.00 DRAWINGS**

- T-1 Title Sheet
- A-1 Ryle Hall Elevations and Photos
- A-2 Ryle Hall Elevations

**END OF TABLE OF CONTENTS**

**DOCUMENT 00 1116**  
**INVITATION TO BID**

**PART 1 - INVITATION TO BID**

**1.1 Notice to Bidders:**

- A. Qualified bidders are invited to submit Sealed Bids for this project as described in this document according to the instructions to bidder.
- B. Project Identification:
  - 1. Project: Ryle Hall Masonry Repairs 2025 at Truman State University in Kirksville, Missouri
    - a. Owner's Representative: Kenny McKim, Assistant Director of Physical Plant, Truman State University General Services Building 207, Kirksville, MO 63501, ph. 660-785-5394
    - b. Architect: BRS Architects, LLP 1502 S Big Bend Blvd., Second Floor, Saint Louis, MO 63117; ph. 314-324-9041 Harald Boerstler, Project Manager
  - 2. Construction Contract: Bids will be received for the General Contract including all trades.

**1.2 BID SUBMITTAL AND OPENING**

- A. Sealed bids prepared in compliance with the Instructions to Bidders will be received by Truman State University at the Campus Planning Office located at McClain Hall, 100 McClain Hall, Kirksville, Missouri 63501. Bids must be submitted prior to 11:00 a.m. local time on September 16, 2025.
- B. Bids will be read aloud at 11:05 AM.

**1.3 BID SECURITY**

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

**1.4 PREBID CONFERENCE**

- A. Pre-Bid Conference
  - 1. A Pre-Bid Conference will be held on September 9, 2025, at 10:00AM in McClain Hall 100 on the Truman State University campus, Kirksville, MO.
  - 2. All prime bidders are required to attend the Prebid or schedule a separate tour at a time convenient to owner. Subcontractors are encouraged to attend.
  - 3. To schedule a subsequent tour, contact Kenny McKim, ph. 660-785-5394

**1.5 DOCUMENTS**

- A. Bid Documents
  - 1. Potential bidders may receive documents electronically by contacting BRS Architects at [HB@BuildingResourceSTL.com](mailto:HB@BuildingResourceSTL.com) or calling Harald Boerstler at BRS Architects at 314-324-9041. Documents will be emailed.
  - 2. Addenda will be issued through BRS Architects to all bidders which have received documents.
  - 3. Neither Owner nor Architect will be responsible for full or partial sets of Bidding Documents, including Addenda (if any) obtained from sources other than the issuing office.

**1.6 TIME OF COMPLETION**

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time.

**1.7 BIDDER'S QUALIFICATIONS**

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

**PART 2 -**

**Not Used**

**PART 3 -**

**Not Used**

**END OF DOCUMENT 00 1116**

**SECTION 00 2113**  
**INSTRUCTIONS TO BIDDERS**

**PART 1 - INSTRUCTIONS TO BIDDERS**

**1.1 SUBMISSION OF BID**

- A. Each bid must be submitted on the Bid Form included within the Project Manual. All blanks on the Bid Form must be completed. Prices should be set forth in both words and figures to avoid ambiguity. In the event of any conflict in the words and figures, the price set forth in words shall govern. All alternates shall be bid. If the bid is not changed by the inclusion of an alternate enter "no change" for such alternate.
- B. All of the documents submitted as part of each bid must be submitted in a sealed opaque envelope. On the outside of the envelope, the bidder shall identify the name of the bidder, the bidder's address, and the name of the Project for which the bid is submitted. No other information shall be contained on the envelope containing the bid. If the bid is forwarded by mail, the sealed envelope containing the bid, must be enclosed inside the mailed package, which shall have the notation "SEALED BID ENCLOSED" on the face thereof.
- C. In order for a bid to be considered, in addition to the completed **Bid Form and Supplements**, the bidder must submit the following:
  - 1. A **Bid Bond**;
  - 2. **Certificates of Insurance** demonstrating coverages and levels of coverages as required by the Contract Documents;
  - 3. All required **MBE/WBE documentation** and the **Affidavit for Affirmative Action**, must be completed and submitted to the Owner and Architect within 24 hours of the bid opening.
  - 4. A **Project Schedule** including but not limited to the following: submittals, products ordered, commencement of work on site for each building, substantial completion for each building, final completion for each building and any other relative landmarks.
- D. All bids must provide that they remain open for a period of not less than sixty (60) calendar days after the date of the bid opening.
- E. The bids shall not be qualified or conditioned in any manner.

**1.2 OWNER'S EVALUATION OF BIDS**

- A. The Owner reserves the right to reject any and all bids.
- B. The Owner reserves the right to waive any errors, omissions, or irregularities in the bids.
- C. The Owner reserves the right to postpone the date for submission of bids and/or the opening of the bids.
- D. The Owner reserves the right to refuse to consider any bid that is not received prior to the time and date specified for bid submission.
- E. At any time prior to the execution of a contract, the Owner may cancel the Project.
- F. Under no circumstances shall Owner be liable for any bid preparation costs, or any costs and expenses related to the submission or preparation of any bids.
- G. The Owner and Architect may conduct such investigation as they deem necessary to determine the ability of any bidder to perform the work. In connection with such investigation, the bidder shall furnish to the Owner and the Architect all information and data reasonably requested by the Owner and/or Architect. The Owner reserves the right to reject any bid if the information obtained by the Owner fails to satisfy the Owner that such bidder is properly qualified to perform the work in accordance with the contract documents. Poor performance, lack of cooperation, or unjustified claims or delays on other projects may be given special consideration by the Owner and/or Architect when evaluating the qualifications of any bidder.
- H. The Owner prefers not to contract with joint ventures or other entities that are formed solely for purposes of performing this Project.

**1.3 MODIFICATION OF BIDS**

- A. Bidders may modify their bids in writing at any time prior to the scheduled closing time for submission of bids. Any such modification should not reveal a bid price, but should provide the amount to be added to or subtracted from the bid price or, (any other modification to the bid), so that the final prices or terms will not be known by the Owner or any other bidders until the sealed bid is opened.
- B. The Owner may require formal acknowledgment of any bid modification received within two (2) calendar days of the specified closing time for submission of bids. A bidder's failure to provide the requested confirmation may result in the rejection of the modification and/or the bid.

**1.4 BID BONDS**

- A. Each bid must be accompanied by a **Bid Bond using AIA document A310 - 2010** as the form; **modified to reflect the provisions of Subparagraph D below**. The Bid Bond must be signed by the bidder as principal and by a Surety duly authorized to perform surety business in the State of Missouri and having a Certificate of Authority to do Business with the United States Government in accordance with 31 CFR Section 223.1. The Bid Bond shall be in an amount not less than five percent (5%) of the bid price. Truman State University shall be named as the obligee in the Bid Bond.



- B. The Bid Bond shall be accompanied by a Power of Attorney showing the authority of the person executing the bond on behalf of the Surety.
- C. Bid Bonds will be returned to the bidders once a contract has been executed for the Project.
- D. If the successful bidder fails to execute and deliver the Contract and the Performance and Payment Bonds as required by the Contract Documents, the successful bidder (hereinafter "defaulting bidder") and its Surety shall be jointly and severally liable for the difference between the defaulting bidder's bid price and amount for which the Owner may in good faith contract with another party to perform the Work within the original schedule called for under the Contract Documents, plus all costs and expenses (including attorney's fees and architectural fees) incurred by Owner as a result of the defaulting bidder's default, plus all costs and expenses (including attorney's fees) incurred by Owner to collect all sums due from the defaulting bidder and its Surety.

**1.5 BID DOCUMENTS**

- A. The Bid Documents consist of the following items:
  - 1. All documents contained or referenced in the Project Manual dated August 26, 2025.
  - 2. Drawings/Plans dated August 26, 2025 and
  - 3. All Addenda issued prior to receipt of bids.

**1.6 QUESTIONS BY BIDDERS**

- A. All questions by any bidders must be submitted in writing by email to:  
**Harald Boerstler**  
**BRS Architects, LLP**  
[HB@BuildingResourceSTL.com](mailto:HB@BuildingResourceSTL.com)  
(Hereinafter referred to as the "Bid Contact Person").
- B. In order to be considered, all questions must be received by Harald Boerstler at BRS Architects by 4:00 pm Central, Thursday, September 11, 2025.
- C. Should any bidder discover any discrepancies or omissions in the Drawings/Plans, Specifications, or other Contract Documents, or if they discover any conflict in the documents, the bidder shall notify the Bid Contact Person in writing by email.
- D. All interpretations or clarifications of the Bid Documents will be made by written Addendum only.
- E. No oral interpretations, clarifications, explanations, modifications or additions to the Bid Documents – regardless of the authority or position of the person providing the oral information to the bidder(s) - will be binding upon Owner or Architect.

**1.7 EXAMINATION OF BID DOCUMENTS AND PROJECT SITE**

- A. Before submitting a bid, each bidder shall carefully examine all of the Bid Documents, and shall visit the Project Site. Each bidder shall verify conditions under which the work will be performed. By submitting a bid, the bidder represents that it has become familiar with the Project Site, local facilities, availability and locations of existing utilities, existing construction and systems, existing site and Project conditions and logistics, the requirements of the Project Manual, the Plans, and the Addenda, the requirements of pertinent State and/or local building codes and authorities, the applicable prevailing wage rates, and the market conditions. A bidder's failure to visit the Project Site prior to submitting a bid may be grounds for the Owner to reject their bid.
- B. All prices submitted shall include all costs for labor, materials, equipment, fees, inspections, permits, insurance, overhead and profit, as well as all other contingencies necessary to complete the work specified in the Contract Documents without further cost to the Owner.

**1.8 SUBCONTRACTORS**

- A. Bidders must submit the names and addresses of the major subcontractors, suppliers and manufacturers as requested on the Bid Form.
- B. All subcontractors, suppliers and manufacturers are subject to the approval of the Owner.
- C. Bidders may not substitute any of the entities on the Bid Form without the prior written consent of Owner.
- D. If Alternates are required in the Bid Form, and the choice of the bidder's major subcontractors, suppliers and/or manufacturers is dependent upon the Alternates ultimately selected by the Owner, the bidder shall submit a separate sheet designating the different combinations of such entities based upon the scope of Work ultimately selected by the Owner.

**1.9 PAYMENT AND PERFORMANCE BONDS**

- A. The successful bidder shall provide and sign a Performance Bond as security for faithful performance of the Contract, and a Payment Bond securing payment to persons performing labor and/or furnishing materials on the Project. The penal sum on both bonds shall be equal to the Contract Price. Truman State University shall be named as the Obligee on both bonds. The Surety on both bonds shall be duly authorized to perform surety business in the State of Missouri and shall have a Certificate of Authority to do Business with the United States Government in accordance with 31 CFR Section 223.1.

- B. The Performance and Payment Bonds shall be accompanied by a Power of Attorney showing the authority of the person executing the bonds on behalf of the Surety.
- C. The Performance Bond shall be on an **AIA Document A312 (2010)** form.
- D. The Payment Bond shall be on an **AIA Document A312 (2010)** form.
- E. The cost of the Performance Bonds and Payment Bonds shall be included in the bid.

**1.10 SALES TAX EXEMPTION NOTICE**

- A. Bidders are directed to submit bid prices that do not include sales tax. The Project is exempt from sales tax pursuant to Section 144.062 RSMo. The Contractor will receive a Project Exempt Certificate and a Missouri Tax Exemption Letter from Truman State University to use when purchasing materials on a tax free basis. It is the Contractor's responsibility to provide the necessary documentation to any subcontractors. These documents shall be used solely for the purchase of materials being directly incorporated into or consumed in the construction of work under this Contract.

**1.11 LAWS AND REGULATIONS**

- A. All applicable laws of the State of Missouri and the United States of America, all applicable ordinances of the City of Kirksville, and the building codes, rules and regulations of all authorities having jurisdiction over construction of this Project shall apply to the Contract and shall be deemed to be incorporated into the Contract as if fully set forth herein.
- B. A building permit from the University is not required for this project. The Contractor shall apply and pay for all required fees and permits that may be required by City, State and other jurisdictions.
- C. All contractors will be required to have a business license from the city of Kirksville.

**1.12 REQUESTS FOR SUBSTITUTION**

- A. Should a bidder wish to utilize brands or products in his bid other than those specifically permitted in the Plans or Specifications, he shall submit a written request for substitution to the Contact Person not less than ten (10) calendar days prior to the date bids are due. Such request shall be accompanied by a properly completed CSI substitution Request Form 1.5C. Any substitutions which are approved will be identified in a written Addendum. Bidders shall not rely upon approval of any substitutions other than those substitutions specifically approved by written Addendum.
- B. Where materials and/or products are specified by the name of the manufacturer, brand, trade name or catalog number, only such specified items may be used in the bid unless prior written approval for substitution has been issued.
- C. Unless otherwise specified, the first named manufacturer's products and/or equipment have been used to determine space, electrical, and heating and cooling requirements. Should another manufacturer's equipment be used in preparing the bid (even if named as an appropriate or approved equal), bidder shall be responsible for determining and coordinating the use of said products or equipment prior to shop drawing submittal, and bidder understands that there will be no additional cost to Owner for use of the alternate or approved equal.
- D. Previous approval by the Architect or Owner of materials, equipment and/or products for other projects does not constitute approval for use on this Project.
- E. Requests for substitutions after Award of the Contract are discouraged and will rarely be considered. If the Contractor requests a substitution after Award of the Contract, the Contractor shall be responsible for reimbursing the Owner for all architectural and consultant fees incurred as a result of the substitution request.

**1.13 STATUTORY PREFERENCE**

- A. Pursuant to Section 8.280 RSMo., preference shall be given to Missouri materials and labor where the same are of suitable character for the Project and can be obtained at reasonable market prices. Furthermore, the products of the mines, forest and quarries of the State of Missouri shall be used when said products are found in marketable quantities in the State. All such materials shall be of the best quality available. "Suitable character" is defined as being of the same quality, appearance, color and texture as the specified materials.

**1.14 WAGE RATES**

- A. Not less than the prevailing hourly wages for Adair County as determined by the State of Missouri, Division of Labor Standards, shall be paid by Contractor and all Subcontractors (of any tier) on the Project. The applicable Annual Wage Order for Adair County for this Project is attached hereto. In addition to paying the applicable prevailing hourly wage, the Contractor shall forfeit, as a penalty to the Owner, the penalty identified in the applicable regulations or statutes. The Missouri wage rates for Adair County can also be found following this section.

**1.15 SCHEDULE FOR THE WORK**

- A. Mobilization and work onsite may commence on October 7, 2025

- B. Final Completion shall be achieved no later December 1, 2025.
- C. Final Completion is a term that is defined in the Contract Documents. These definitions control over any other meaning, understanding, or definition of the terms.
- D. Other dates of note where public population will be larger than normal summer populations. Extra care should be taken when moving equipment about the campus and any lifting operations as well as fencing off construction activity areas.

**1.16 LIQUIDATED DAMAGES**

- A. Contractor shall be liable for, and shall pay to the owner as liquidated damages, the sum of One Thousand Dollars (\$1000.00) per day for each calendar day that Substantial Completion is delayed beyond the required date.
- B. Contractor shall be liable for, and pay to the owner as liquidated damages, the sum of Five Hundred Dollars (\$500.00) per calendar day that Final Completion is delayed beyond the required date.
- C. The Liquidated damaged for delays in Substantial Completion (\$1000.00) and the liquidated damaged for Final Completion (\$500.00) are each assessed separately and are cumulative.

**1.17 MBE/WBE COMPLIANCE**

- A. Bidders shall submit, on contracts for over \$100,000, all information requested on the appropriate forms pertaining to each MBE/WBE who may participate in performing the Work. The appropriate documents must be submitted with the completed bid form at the time of the bid opening.
- B. MBE/WBE Compliance Evaluation Form:
  - 1. A separate form must be filled out for each MBE/WBE firm who will function as a Subcontractor and who will perform a commercially useful function for the Project. This form must be signed by Bidder and the MBE/WBE firm.
  - 2. The MBE/WBE Subcontractor must supply bidder with a copy of their certification documentation for submittal with the bid.
- C. MBE/WBE Eligibility Determination Form:
  - 1. This form is to be completed and submitted with the bid if the MBE/WBE firm the bidder proposes to use is not certified. This form must be signed by the MBE/WBE firm and notarized.
  - 2. The University will take such action as it deems appropriate to make a determination based upon the information provided whether the firm is eligible for consideration as a MBE/WBE firm on the Project. The University encourages all MBE/WBE Subcontractors to become certified by an appropriate certification agency prior to submission of bids.
- D. MBE/WBE Determination Form for Joint Ventures:
  - 1. If the MBE/WBE is a joint venture and one or more of the covertures is not certified as a MBE/WBE firm, the joint venture shall complete and submit this document with its bid. This form must be signed by all members of the joint venture, and must be notarized.
  - 2. The bidder shall submit a copy of the joint venture agreement with this form at bid time.
- E. MBE/WBE Bid Package Summary
  - 1. Bidder must complete and submit this form with its bid.
  - 2. This form will be resubmitted monthly with the Contractor's Pay Applications(s) to provide an update on Contractor's progress in achieving MBE/WBE participation. Contractor's failure to provide this monthly update shall be grounds for withholding payment from Contractor.
- F. Computation of MBE/WBE Percent Participation:
  - 1. A bidder may count toward its MBE/WBE participation only expenditures to MBE/WBE's that perform a commercially useful function for the Project. A MBE/WBE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the Work and carrying out its responsibilities by actually performing, managing and supervising the Work involved.
  - 2. A bidder may count toward its MBE/WBE participation expenditures for materials and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
  - 3. The bidder may count its entire expenditure to a MBE/WBE manufacturer. A manufacturer shall be defined as an individual or firm that produces goods from raw materials or substantially alters them before resale.
  - 4. The bidder may count twenty percent (20%) of its expenditures to MBE/WBE

- suppliers that are not manufacturers provided that the MBE/WBE supplier performs a commercially useful function, as defined above, in the supply process.
- G. Minority and Women Owned Businesses (MBE's and WBE's): Per Executive Order 05-30, "all state agencies shall continue to make every feasible effort to target the percentage of goods and services procured from certified MBE's and WBE's to 10% and 5% respectively. The University encourages participation which can be met by primary contractors, subcontractors, suppliers or other arrangements.

**PART 2 - NOT USED**

**PART 3 - NOT USED**

**END OF SECTION 00 2113**

## Missouri Preference Statement

As a public institution, Truman State University must follow State of Missouri rules and regulations regarding the procurement of services. Executive Order 15-06 states Missouri state government agencies shall purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact if products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations.

Vendors must provide the following information:

- a. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- b. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
- c. A description of the Vendor's economic presence with the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
- d. If any products and/or services offered under this RFB are being manufactured or performed at sites outside the continental United States, the Vendor must disclose such fact and provide details with their proposal.
- e. MBE/WBE Certification. In accordance with Executive Order 15-06, firms are encouraged and may be required per the FFB to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 15-06 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Missouri Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 – 37.023 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and complete an application at <https://oao.mo.gov/eligibilityapplication/> or contact the MBE/WBE Certification Program at 573.751.8130 or 877.259.2963 email address [oao@oao.mo.gov](mailto:oao@oao.mo.gov)

In the evaluation of responses, preferences shall be applied in accordance with Chapter 34.055 – 34.057 RSMo. Vendors should apply the same preferences in selecting other appropriate resources. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preferences shall be given when quality is equal or better and delivered price is the same or less. Truman reserves the right to consider the value of money and any other economic impact factor as deemed appropriate and in the best interests of the University.

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE      \_\_\_\_\_ Both

**DOCUMENT 00 2513**  
**PREBID MEETINGS**

**PART 1 - PREBID MEETING**

**1.1 PREBID MEETING**

- A. Architect will conduct a Prebid meeting as indicated below:
  - 1. Meeting Date: Tuesday, September 9, 2025.
  - 1. Meeting Time: 10:00 a.m., local time.
  - 2. Location: Truman State University, McClain Hall 100, Campus Planning, Kirksville, Missouri, 63501.
- B. Pre-Bid Conference
  - 1. All prime bidders are required to attend the Prebid or schedule a separate with the owner at owner's convenience; sub-contractors are encouraged to attend.
  - 2. Notice: Bids will only be accepted from prime bidders represented on Prebid Meeting sign-in sheet or those having attended a tour on an alternate day listed below.
  - 3. To schedule an alternate subsequent tour, contact Kenny McKim, ph. 660-785-5394
- C. Bidder Questions: Submit written questions to be addressed at Prebid meeting minimum of two business days prior to meeting.
- D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
  - 1. Procurement and Contracting Requirements:
    - a. Advertisement for Bids.
    - b. Instructions to Bidders.
    - c. Bonding.
    - d. Insurance.
    - e. Bid Security.
    - f. Bid Form and Attachments.
    - g. Bid Submittal Requirements.
    - h. Bid Submittal Checklist.
    - i. Notice of Award.
  - 2. Communication during Bidding Period:
    - a. Obtaining documents.
    - b. Access to Project Web site.
    - c. Bidder's Requests for Information.
    - d. Bidder's Substitution Request/Prior Approval Request.
    - e. Addenda.
  - 3. Contracting Requirements:
    - a. Agreement.
    - b. The General Conditions.
    - c. The Supplementary Conditions.
    - d. Other Owner requirements.
  - 4. Construction Documents:
    - a. Scopes of Work.
    - b. Temporary Facilities.
    - c. Use of Site.
    - d. Work Restrictions.
  - 5. Separate Contracts:
    - a. Work of Other Contracts: hazardous material removal/abatement under separate contract prerequisite / concurrent work.
  - 6. Schedule:
    - a. Project Schedule.
    - b. Contract Time.
    - c. Other Bidder Questions.
  - 7. Site/facility visit or walkthrough.
  - 8. Post-Meeting Addendum.
- E. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes to attendees and others known by the issuing office to have received a complete set of Procurement and Contracting Documents. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents. Modifications to the Procurement and Contracting Documents are issued by written Addendum only.
  - 1. Sign-in Sheet: Minutes will include list of meeting attendees.
  - 2. List of Plan holders: Minutes will include list of plan holders.

**PART 2 - NOT USED**

**PART 3 - NOT USED**

**END OF DOCUMENT 00 2513**

**SECTION 00 4113**  
**BID FORM - STIPULATED SUM (Single-Prime Contract)**  
**Bid Time: 11:00 a.m.**

Bid Date: Tuesday, September 16, 2025

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the BIDDER.

TO: Truman State University  
MC100  
Kirksville, MO 63501  
Attention: Kenny McKim

hereinafter called the **OWNER**.

FOR: Ryle Hall Masonry Repairs 2025  
Truman State University,  
Kirksville, Missouri 63501

hereinafter called the **PROJECT**.

BIDDER agrees to perform the **Ryle Hall Masonry Repairs 2025** pursuant to the Ryle Hall Masonry Repairs 2025 Bid Documents including allowances for:

**All work associated with Ryle Hall Masonry Repairs, including Allowances:** The sum of:

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

The **BIDDER** acknowledges receipt of

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**ALLOWANCES: We the Bidder acknowledge the below listed allowances:** \_\_\_\_\_ (Initial)

Contingency Allowances - Bidder to perform work at the discretion of the Owner.

**Allowance No. 1** Include \$10,000.00 (ten thousand dollars) in the Base Bid sum for work as directed by the Owner and Architect on Ryle Hall work.



**MINORITY/WOMEN OWNED BUSINESS ENTERPRISES (MBE/WBE) REQUIREMENTS**

The undersigned proposes to perform the Work with the following MBE/WBE participation level:

MBE/WBE PERCENTAGE PARTICIPATION: \_\_\_\_\_ PERCENT (\_\_\_\_%).

**THIS BID SHALL REMAIN OPEN FOR A PERIOD OF NOT LESS THAN SIXTY (60)  
CALENDAR DAYS AFTER THE DATE OF THE BID OPENING.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

---

---

**IF AN INDIVIDUAL**

\_\_\_\_\_  
Name of Individual

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Firm Name, If Any

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Signature

---

---

**IF A PARTNERSHIP**

(State Names and Residence Addresses

\_\_\_\_\_  
ALL Partners) Name of Partnership

of \_\_\_\_\_

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Residence Address

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Address for Communications

\_\_\_\_\_  
Signature of Either Partner

\_\_\_\_\_  
Telephone Number

---

---

**IF A CORPORATION**

\_\_\_\_\_  
Name of Corporation

Incorporated under the laws of the  
State of \_\_\_\_\_

---

Name and Title of Officer

---

Signature of Officer

---

Corporate License No. (If a  
corporation organized in a state  
other than Missouri,  
attach Certificate of Authority to do  
business in the

---

State of Missouri) Address for Communications

---

Telephone Number

---

Federal Tax I.D. Number

---

(ATTEST)

---

Secretary

(SEAL)

*Each **BIDDER** must complete the Bid Form by signing in the proper signature line above and by supplying the required information called for in connection with the signature.*

End of Bid Form

8.26.25

**00 4200**

**CERTIFICATION REGARDING ISRAEL**

1. Contractor hereby certifies in writing to Truman State University, a Missouri political subdivision, as follows (for purposes of this certification, Contractor shall be referred to as Company):

That Company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

2. As used in this certification, the following terms and phrases shall be defined as follows:

(a) "Boycott Israel" and "Boycott of the State of Israel", engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company's statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion; and

(b) "Company", any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

In Witness Whereof, the foregoing certification is entered into as of:

\_\_\_\_\_, 20\_\_\_\_.

Contractor/Company: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Party

**DOCUMENT 00 4313**  
**BID SECURITY FORMS**

**PART 1 - BID SECURITY FORMS**

**1.1 BID FORM SUPPLEMENT**

- A. A completed bid bond form is required to be attached to the Bid Form.

**1.2 BID BOND FORM**

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; [www.aia.org/contractdocs/purchase/index.htm](http://www.aia.org/contractdocs/purchase/index.htm); email: [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

**PART 2 – NOT USED**

**PART 3 - NOT USED**

**END OF DOCUMENT 00 4313**

SECTION 00 4339  
MBE/WBE FORMS

**MBE/WBE ELIGIBILITY DETERMINATION FORM**

1. Name of firm \_\_\_\_\_  
Status (check one) MBE \_\_\_\_\_ WBE \_\_\_\_\_

2. Address of firm \_\_\_\_\_

3. Phone Number of firm (\_\_\_\_) \_\_\_\_\_

4. Indicate whether firm is sole proprietorship, partnership, joint venture, corporation or other business entity (please specify).  
\_\_\_\_\_

5. Nature of firm's business \_\_\_\_\_

6. Number of years firm has been in business \_\_\_\_\_

7. Ownership of firm: Identify those who own 5 percent or more of the firm's ownership. Complete Columns "e" and "f" if the firm is less than 100 percent minority-owned.

| a     | b    | c   | d                     | e                       | f                    |
|-------|------|-----|-----------------------|-------------------------|----------------------|
| Name  | Race | Sex | Years of<br>Ownership | Ownership<br>Percentage | Voting<br>Percentage |
| _____ |      |     |                       |                         |                      |
| _____ |      |     |                       |                         |                      |
| _____ |      |     |                       |                         |                      |
| _____ |      |     |                       |                         |                      |
| _____ |      |     |                       |                         |                      |
| _____ |      |     |                       |                         |                      |
| _____ |      |     |                       |                         |                      |
| _____ |      |     |                       |                         |                      |
| _____ |      |     |                       |                         |                      |

For firms less than 100 percent minority/woman-owned, list the contributions of money, equipment, real estate, or expertise of each of the Owners.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. Control of firm: (a) Identify by name, race, sex, and title, those individuals (including Owners and Non-Owners) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- (1) Financial decisions \_\_\_\_\_
  - (2) Management decision, such as:
    - a. Estimating \_\_\_\_\_
    - b. Marketing and sales \_\_\_\_\_
    - c. Hiring and firing of management personnel \_\_\_\_\_
    - \_\_\_\_\_
    - d. Purchases of field operations \_\_\_\_\_
  - (3) Supervision of field operations \_\_\_\_\_
9. For each of those listed in question 8, please provide a brief summary of the person's experience and number of years with the firm, indicating the person's qualifications for the responsibilities given him or her.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
10. Describe or attach a copy of any stock options or other ownership options that are outstanding, any agreements between owners or between owners and third parties which restrict ownership or control of minority owners.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
11. Identify any owner (see Item 7) or management official (see Item 8) of the named firm who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named firm. Present business relationships include shared space, equipment, financing, or employees as well as both firms having some of the same owners.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

12. What are the gross receipts of the firm for each of the last two years?
- Year ending \_\_\_\_\_
- \$ \_\_\_\_\_
- Year ending \_\_\_\_\_
- \$ \_\_\_\_\_
13. Name address and telephone number of bonding company, if any \_\_\_\_\_
- \_\_\_\_\_
- Bonding Limits \_\_\_\_\_
- Source of letters of credit, if any \_\_\_\_\_
14. Is the firm authorized to do business in the State of Missouri, as well as locally, including all necessary business licenses?
- \_\_\_\_\_
15. Indicate if this firm or other firms with any of the same officers previously received or been denied certification of participation as an MBE and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.
- \_\_\_\_\_

End of Section 00 4339

**DOCUMENT 00 4393**  
**BID SUBMITTAL CHECKLIST**

**PART 1 - BID SUBMITTAL CHECKLIST**

**1.1 BID INFORMATION**

- A. Bidder: \_\_\_\_\_.
- B. Project Name: TSU Ryle Masonry Repairs 2025
- C. Project Location: Kirksville, MO
- D. Owner: Truman State University
- E. Architect: BRS Architects, LLP
- F. Architect Project Number: 25-1005

**1.2 BIDDER'S CHECKLIST**

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. **Attach this completed checklist to the outside of the Submittal envelope.**
  - ☐ Used the Bid Form provided in the Project Manual.
  - ☐ Prepared the Bid Form as required by the Instructions to Bidders.
  - ☐ Indicated on the Bid Form the Addenda received.
  - ☐ Attached to the Bid Form: Bid Supplement Form - Allowances.
  - ☐ Attached to the Bid Form: Minority/Women Owned Business Enterprise (MBE/WBE) Forms.
  - ☐ Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
  - ☐ Attach the Project Schedule
  - ☐ Bid envelope shows name and address of the Bidder.
  - ☐ Bid envelope shows name of Project being bid.
  - ☐ Bid envelope shows time and day of Bid Opening.
  - ☐ Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
  - ☐ Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

**PART 2 - NOT USED**

**PART 3 - NOT USED**

**END OF DOCUMENT 00 4393**



**SECTION 00 4440**  
**AFFIDAVIT FOR AFFIRMATIVE ACTION**

State of Missouri (                      )  
County of Adair (                      )

\_\_\_\_\_, having been first being duly sworn on  
his/her oath, states that:

- (1) He/she is the \_\_\_\_\_ (owner,  
sole proprietor, partner, or officer) of \_\_\_\_\_, who is the  
Contractor on the  
\_\_\_\_\_  
\_\_\_\_\_ ("Project");
- (2) He/she is duly authorized to make this Affidavit on behalf of Contractor;
- (3) Less than fifty (50) persons total will be employed to perform the Work on the  
Project – including persons employed directly by Contractor or any  
subcontractor on the Project.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
My Commission Expires: \_\_\_\_\_, 2025.  
Notary Public

End of Section 00 4440 –  
Affidavit for Affirmative  
Action

**DOCUMENT 00 4736**  
**WAGE DETERMINATION SCHEDULE**

**PREVAILING WAGE RATES**

The Current Annual Wage Order for Adair County is attached.

**END OF DOCUMENT 00 4736**

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 32

Section 001

### ADAIR COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2025

Last Date Objections May Be Filed: April 9, 2025

Prepared by Missouri Department of Labor and Industrial Relations



Building Construction Rates for  
ADAIR County

Section 001

| OCCUPATIONAL TITLE           | **Prevailing<br>Hourly<br>Rate |
|------------------------------|--------------------------------|
| Asbestos Worker              | \$25.73*                       |
| Boilermaker                  | \$25.73*                       |
| Bricklayer-Stone Mason       | \$57.54                        |
| Carpenter                    | \$53.84                        |
| Lather                       |                                |
| Linoleum Layer               |                                |
| Millwright                   |                                |
| Pile Driver                  |                                |
| Cement Mason                 | \$25.73*                       |
| Plasterer                    |                                |
| Communication Technician     | \$25.73*                       |
| Electrician (Inside Wireman) | \$59.89                        |
| Electrician Outside Lineman  | \$25.73*                       |
| Lineman Operator             |                                |
| Lineman - Tree Trimmer       |                                |
| Groundman                    |                                |
| Groundman - Tree Trimmer     |                                |
| Elevator Constructor         | \$25.73*                       |
| Glazier                      | \$25.73*                       |
| Ironworker                   | \$25.73*                       |
| Laborer                      | \$44.52                        |
| General Laborer              |                                |
| First Semi-Skilled           |                                |
| Second Semi-Skilled          |                                |
| Mason                        | \$25.73*                       |
| Marble Mason                 |                                |
| Marble Finisher              |                                |
| Terrazzo Worker              |                                |
| Terrazzo Finisher            |                                |
| Tile Setter                  |                                |
| Tile Finisher                |                                |
| Operating Engineer           | \$25.73*                       |
| Group I                      |                                |
| Group II                     |                                |
| Group III                    |                                |
| Group III-A                  |                                |
| Group IV                     |                                |
| Group V                      |                                |
| Painter                      | \$43.82                        |
| Plumber                      | \$72.55                        |
| Pipe Fitter                  |                                |
| Roofer                       | \$55.72                        |
| Sheet Metal Worker           | \$57.45                        |
| Sprinkler Fitter             | \$25.73*                       |
| Truck Driver                 | \$25.73*                       |
| Truck Control Service Driver |                                |
| Group I                      |                                |
| Group II                     |                                |
| Group III                    |                                |
| Group IV                     |                                |

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
ADAIR County

Section 001

| OCCUPATIONAL TITLE            | **Prevailing<br>Hourly<br>Rate |
|-------------------------------|--------------------------------|
| Carpenter                     | \$25.73*                       |
| Millwright                    |                                |
| Pile Driver                   |                                |
| Electrician (Outside Lineman) | \$25.73*                       |
| Lineman Operator              |                                |
| Lineman - Tree Trimmer        |                                |
| Groundman                     |                                |
| Groundman - Tree Trimmer      |                                |
| Laborer                       | \$51.66                        |
| General Laborer               |                                |
| Skilled Laborer               |                                |
| Operating Engineer            | \$73.71                        |
| Group I                       |                                |
| Group II                      |                                |
| Group III                     |                                |
| Group IV                      |                                |
| Truck Driver                  | \$25.73*                       |
| Truck Control Service Driver  |                                |
| Group I                       |                                |
| Group II                      |                                |
| Group III                     |                                |
| Group IV                      |                                |

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

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

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

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.



# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

**DOCUMENT 00 6000**  
**FORMS**

**1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS**

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
1. AIA Document A101, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum" a copy of which is included in the project manual.
  2. A101 Exhibit A "Insurance and Bonds"
  3. Section 006003 "supplementary conditions to AIA A101 Exhibit A"
  4. AIA Document A201 "General Conditions of the Contract for Construction" a copy of which is included in the project manual.
  5. Section 008000 "Supplementary Conditions" for Project are separately prepared and included in the Project Manual.

**1.2 ADMINISTRATIVE FORMS**

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.
- C. Preconstruction Forms:
1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
  2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
1. Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)." or alternate form as acceptable to Architect.
  2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
  3. Change Order Form: AIA Document G701, "Change Order."
  4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
  5. Form of Change Directive: AIA Document G714, "Construction Change Directive."
- E. Payment Forms:
1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
  2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
  3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
  5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

**END OF DOCUMENT 00 6000**

# DRAFT AIA® Document A101™ – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

«Truman State University »« »  
«100 E. Normal »  
«Kirksville, Missouri 63501 »

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

«GC »« »  
«Street »  
«City, State, Zip »  
«Telephone »

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

«Ryle Hall Masonry Repair 2025 »  
«Truman State University »  
«Kirksville, Missouri 63501 »

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

«BRS Architects, LLP »« »  
«1502 Big Bend Blvd., Second Floor »  
«Saint Louis, Missouri 63117 »  
«Telephone: 314-402-5183 »

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.



## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplemental, and other

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

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

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

« »

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

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

#### **§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

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

By the following date: 08.02.2024

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

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|                 |                             |

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|      |       |

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

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|      |       |                           |

**§ 4.3** Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

| Item | Price |
|------|-------|
|      |       |

**§ 4.4** Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

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

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

« »

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

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 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; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

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

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

« »

**§ 5.1.7.1.1** The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
(Insert any other conditions for release of retainage upon Substantial Completion.)

<< >>

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

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

## **§ 5.2 Final Payment**

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

<< >>

## **§ 5.3 Interest**

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

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

<< >> % << >>

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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

<< >>

<< >>

<< >>

<< >>

## § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

« »

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

« »

« »

« »

« »

« »

« »

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

« »

« »

« »

« »

« »

« »

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

## § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« »

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

- .5 Drawings

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

- .6 Specifications

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

- .7 Addenda, if any:

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

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

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

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

<< >>

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

**.9** Other documents, if any, listed below:

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

<< >>

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

\_\_\_\_\_  
**OWNER** (Signature)

<< >><< >>

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

<< >><< >>

\_\_\_\_\_  
(Printed name and title)

# DRAFT AIA® Document A101® – 2017

## Exhibit A

### Insurance and Bonds

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

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

«Roofing Replacement & Masonry Repair 2025 »  
«Truman State University »  
«Kirksville, Missouri 63501 »

**THE OWNER:**  
(Name, legal status and address)

«Truman State University »« »  
«100 E. Normal »  
«Kirksville, Missouri 63501 »

**THE CONTRACTOR:**  
(Name, legal status and address)

«GC »« »  
«Street »  
«City, State, Zip »  
«Telephone»

#### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

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

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

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

#### ADDITIONS AND DELETIONS:

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

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

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

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## § A.2.2 Liability Insurance

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

## § A.2.3 Required Property Insurance

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

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

*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss

Sub-Limit

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

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage

Sub-Limit

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

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

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

## § A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

#### § A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐

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

☐ ☐

#### § A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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

« »

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

Coverage

Limits

## ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

### § A.3.1 General

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

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

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

### § A.3.2 Contractor's Required Insurance Coverage

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

« »

### § A.3.2.2 Commercial General Liability

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$  per occurrence, and \$  per person for products-completed operations hazard, providing coverage for claims including

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

- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$ «300,000.00 » per person; \$2,000,000.00 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than \$100,000.00 for bodily injury by accident per employee, and \$1,000,000.00 for bodily injury by disease or accident per policy aggregate.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$ «300,000.00 » per claim and \$ «2,000,000.00 » in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ **A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ **A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

§ **A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate.

### § **A.3.3 Contractor's Other Insurance Coverage**

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

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

« »

§ **A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ ☒ ] § **A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

[ ☐ ] § **A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ☐ ] § **A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

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

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

[ « » ] **§ A.3.3.2.6 Other Insurance**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

| Coverage | Limits |
|----------|--------|
|----------|--------|

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

| Type             | Penal Sum (\$0.00) |
|------------------|--------------------|
| Payment Bond     |                    |
| Performance Bond |                    |

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

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

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

« »

**SECTION 006003**

**SUPPLEMENTARY CONDITIONS TO A101 EXHIBIT A**

**General**

The following provisions modify, delete from or add to the AIA A101 Exhibit A "Insurance and Bonds" 2017 Edition Where only a portion of the Exhibit A is modified or deleted by these Supplementary Conditions, the unaltered portions of the A101 Exhibit A shall remain in effect.

**Article A3: Contractor's Insurance and Bonds**

A3.1 Add the following at the end of Section A3.1

The Contractor shall provide written notification to the Owner of the cancellation or expiration of any insurance required by Section 11.1. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

A3.2.2.3 Add Section A3.2.2.3  
If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

A3.1.3 Delete Section A3.1.3 and substitute the following:

All certificates of insurance shall name the Owner, the Architect, and the Architect's consultants as additional insureds on all liability policies. Contractor shall furnish, prior to the start of Work, certificates or adequate proof of the foregoing insurance. Contractor shall require his Subcontractors to maintain similar insurance and to agree to furnish Owner certificates, using the insurance industry standard ACORD form, or other adequate proof of such insurance. All certificates shall provide that the policies may not be cancelled or materially changed unless Owner is notified in writing at least thirty (30) days prior to such cancellation or material change, and that said notification must be sent to the Office of the Campus Planner at Truman State University.

The company(ies) providing insurance to Contractor must be licensed to do business in the State of Missouri and must be acceptable to Owner based upon A.M. Best or other ratings.

Work shall not commence before Contractor has provided Owner with all required Certificates of Insurance. Contractor shall not allow Subcontractors to commence Work until they have provided Contractor and Owner with their required Certificates of Insurance.

Owner's Property Insurance: Owner's Property Insurance (11.3) coverage is carried only for that portion of the work and material incorporated in its designed location on the project. Materials stored off or on the site are not covered, and insurance coverage shall be provided by Contractor.

End of Section 006003 – Supplementary Conditions to A101 Exhibit A

# DRAFT AIA® Document A201® – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

(Name and location or address)

« Ryle Hall Masonry Repairs 2025 »

« Truman State University Kirksville, Missouri 63501 »

### THE OWNER:

(Name, legal status and address)

« Truman State University »«100 E. Normal »

« Kirksville, Missouri 63501 »

### THE ARCHITECT:

(Name, legal status and address)

« BRS Architects, LLP »«1502 South Big Bend Blvd, Second Floor »

« Saint Louis, Missouri 63117 »

### TABLE OF ARTICLES

- |    |                                                  |
|----|--------------------------------------------------|
| 1  | GENERAL PROVISIONS                               |
| 2  | OWNER                                            |
| 3  | CONTRACTOR                                       |
| 4  | ARCHITECT                                        |
| 5  | SUBCONTRACTORS                                   |
| 6  | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7  | CHANGES IN THE WORK                              |
| 8  | TIME                                             |
| 9  | PAYMENTS AND COMPLETION                          |
| 10 | PROTECTION OF PERSONS AND PROPERTY               |
| 11 | INSURANCE AND BONDS                              |
| 12 | UNCOVERING AND CORRECTION OF WORK                |
| 13 | MISCELLANEOUS PROVISIONS                         |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT        |
| 15 | CLAIMS AND DISPUTES                              |

### ADDITIONS AND DELETIONS:

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

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

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## INDEX

(Topics and numbers in bold are section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10,

11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,  
4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

### 4.1.1

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1

Architect, Limitations of Authority and  
Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,  
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,  
9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5,  
3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18,  
4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5,  
15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

## 5.2

### Basic Definitions

#### 1.1

Bidding Requirements

1.1.1, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,  
15.3.2, 15.4.1

### Boiler and Machinery Insurance

#### 11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

## **Capitalization**

### **1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

### **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance

9.10.2, 11.1.3

### **Change Orders**

1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8,  
5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10,  
8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9,  
12.1.2, 15.1.3

**Change Orders, Definition of**

### **7.2.1**

## **CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,  
11.3.9

**Claims, Definition of**

### **15.1.1**

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

### **Claims for Additional Cost**

3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

### **Claims for Additional Time**

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**

### **Concealed or Unknown Conditions, Claims for**

### **3.7.4**

Claims for Damages

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1,

11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Claims Subject to Arbitration

15.3.1, 15.4.1

### **Cleaning Up**

### **3.15, 6.3**

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,  
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1,  
15.1.4

**Commencement of the Work, Definition of**

### **8.1.2**

## **Communications Facilitating Contract**

### **Administration**

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,  
9.10, 12.2, 13.7, 14.1.2

## **COMPLETION, PAYMENTS AND**

### **9**

Completion, Substantial

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,  
12.2, 13.7

Compliance with Laws

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2,  
11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1,  
14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1,  
9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2

### **Consolidation or Joinder**

### **15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive, Definition of**

### **7.3.1**

### **Construction Change Directives**

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**,  
9.3.1.1

Construction Schedules, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

### **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

### **Continuing Contract Performance**

### **15.1.3**

**Contract, Definition of**

### **1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 11.3.9, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating  
to

3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

**Contract Documents, Definition of**

### **1.1.1**

### **Contract Sum**

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4,  
9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4,  
15.2.5

**Contract Sum, Definition of**

### **9.1**

Contract Time

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4,  
8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2,  
15.1.5.1, 15.2.5

**Contract Time, Definition of**

### **8.1.1**

## **CONTRACTOR**

### **3**

**Contractor**, Definition of

#### **3.1, 6.1.2**

**Contractor's Construction Schedules**

#### **3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2**

Contractor's Employees

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

**Contractor's Liability Insurance**

#### **11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

#### **3.2**

Contractor's Right to Stop the Work

#### **9.7**

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.2.5, 3.11

Copyrights

#### **1.5, 3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

**Correlation and Intent of the Contract Documents**  
**1.2**

**Cost**, Definition of

#### **7.3.7**

Costs

2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14

**Cutting and Patching**

#### **3.14, 6.2.5**

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

**Date of Commencement of the Work**, Definition of  
**8.1.2**

**Date of Substantial Completion**, Definition of  
**8.1.3**

**Day**, Definition of

#### **8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

**Delays and Extensions of Time**

3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

#### **3.11**

**Drawings**, Definition of

#### **1.1.5**

Drawings and Specifications, Use and Ownership of  
3.11

Effective Date of Insurance

8.2.2, 11.1.2

**Emergencies**

**10.4**, 14.1.1.2, 15.1.4

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or  
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Execution and Progress of the Work  
1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5,  
3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2,  
9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3  
Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.5, 15.2.5  
**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2  
Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
Fire and Extended Coverage Insurance  
11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7  
**Information and Services Required of the Owner**  
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4,  
15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8**, 10.4  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.5  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2

**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 11.1.2  
**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
10.2.5, **11.3**  
Insurance, Stored Materials  
9.3.2  
**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12, 15.1.4  
Judgment on Final Award  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 13.7, 15.4.1.1  
Limitations of Liability  
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3,  
11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2  
Limitations of Time  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5,  
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15  
**Loss of Use Insurance**  
**11.3.3**

## Material Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5

## Materials, Hazardous

10.2.4, **10.3**

## Materials, Labor, Equipment and

1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

## Means, Methods, Techniques, Sequences and Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

## Mechanic's Lien

2.1.2, 15.2.8

## Mediation

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1

## Minor Changes in the Work

1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**

## MISCELLANEOUS PROVISIONS

### 13

## Modifications, Definition of

### 1.1.1

## Modifications to the Contract

1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

## Mutual Responsibility

### 6.2

## Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

## Notice

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

## Notice, Written

2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1

## Notice of Claims

3.7.4, 10.2.8, **15.1.2**, 15.4

## Notice of Testing and Inspections

13.5.1, 13.5.2

## Observations, Contractor's

3.2, 3.7.4

## Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

## Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

## OWNER

### 2

## Owner, Definition of

### 2.1.1

## Owner, Information and Services Required of the

2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

## Owner's Authority

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

## Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

## Owner's Liability Insurance

### 11.2

## Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

## Owner's Right to Carry Out the Work

2.4, 14.2.2

## Owner's Right to Clean Up

### 6.3

## Owner's Right to Perform Construction and to Award Separate Contracts

### 6.1

## Owner's Right to Stop the Work

### 2.3

## Owner's Right to Suspend the Work

14.3

## Owner's Right to Terminate the Contract

14.2

## Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

## Partial Occupancy or Use

9.6.6, **9.9**, 11.3.1.5

## Patching, Cutting and

**3.14**, 6.2.5

## Patents

3.17

## Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

## Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4

## Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

## Payment, Final

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

## Payment Bond, Performance Bond and

7.3.7.4, 9.6.7, 9.10.3, **11.4**

## Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## PAYMENTS AND COMPLETION

### 9

Payments to Subcontractors  
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2  
PCB  
10.3.1  
**Performance Bond and Payment Bond**  
7.3.7.4, 9.6.7, 9.10.3, 11.4  
**Permits, Fees, Notices and Compliance with Laws**  
2.2.2, 3.7, 3.13, 7.3.7.4, 10.2.2  
**PERSONS AND PROPERTY, PROTECTION OF**  
**10**  
Polychlorinated Biphenyl  
10.3.1  
**Product Data, Definition of**  
**3.12.2**  
**Product Data and Samples, Shop Drawings**  
3.11, 3.12, 4.2.7  
**Progress and Completion**  
4.2.2, 8.2, 9.8, 9.9.1, 14.1.4, 15.1.3  
**Progress Payments**  
9.3, 9.6, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3  
**Project, Definition of**  
**1.1.4**  
Project Representatives  
4.2.10  
**Property Insurance**  
10.2.5, 11.3  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**  
Regulations and Laws  
1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4  
Rejection of Work  
3.5, 4.2.6, 12.2.1  
Releases and Waivers of Liens  
9.10.2  
Representations  
3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1  
Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1  
Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field Conditions by Contractor**  
**3.2, 3.12.7, 6.1.3**  
Review of Contractor's Submittals by Owner and Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and Samples by Contractor  
3.12

**Rights and Remedies**  
1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, 13.4, 14, 15.4  
**Royalties, Patents and Copyrights**  
**3.17**  
Rules and Notices for Arbitration  
15.4.1  
**Safety of Persons and Property**  
**10.2, 10.4**  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4  
**Samples, Definition of**  
**3.12.3**  
**Samples, Shop Drawings, Product Data and**  
**3.11, 3.12, 4.2.7**  
**Samples at the Site, Documents and**  
**3.11**  
**Schedule of Values**  
**9.2, 9.3.1**  
Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2  
Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Shop Drawings, Definition of**  
**3.12.1**  
**Shop Drawings, Product Data and Samples**  
3.11, 3.12, 4.2.7  
**Site, Use of**  
**3.13, 6.1.1, 6.2.1**  
Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5  
Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5  
Special Inspections and Testing  
4.2.6, 12.2.1, 13.5  
**Specifications, Definition of**  
**1.1.6**  
**Specifications**  
1.1.1, 1.1.6, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14  
Statute of Limitations  
13.7, 15.4.1.1  
Stopping the Work  
2.3, 9.7, 10.3, 14.1  
Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7  
**Subcontractual Relations**  
**5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1**

Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3,  
9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, **11.3.7**  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3,  
12.2, 13.7  
**Substantial Completion, Definition of**  
**9.8.1**  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
4.1.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**  
Subsurface Conditions  
3.7.4  
**Successors and Assigns**  
**13.2**  
**Superintendent**  
**3.9**, 10.2.6  
**Supervision and Construction Procedures**  
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,  
7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3  
Surety  
5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7  
Surety, Consent of  
9.10.2, 9.10.3  
Surveys  
2.2.3  
**Suspension by the Owner for Convenience**  
**14.3**  
Suspension of the Work  
5.4.2, 14.3  
Suspension or Termination of the Contract  
5.4.1.1, 14  
**Taxes**  
3.6, 3.8.2.1, 7.3.7.4  
**Termination by the Contractor**  
**14.1**, 15.1.6  
**Termination by the Owner for Cause**  
5.4.1.1, **14.2**, 15.1.6  
**Termination by the Owner for Convenience**  
**14.4**  
Termination of the Architect  
4.1.3  
Termination of the Contractor  
14.2.2  
**TERMINATION OR SUSPENSION OF THE**  
**CONTRACT**  
**14**

**Tests and Inspections**  
3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2,  
9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**  
**TIME**  
**8**  
**Time, Delays and Extensions of**  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,  
10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5  
Time Limits  
2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,  
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5,  
13.7, 14, 15.1.2, 15.4  
**Time Limits on Claims**  
3.7.4, 10.2.8, **13.7**, 15.1.2  
Title to Work  
9.3.2, 9.3.3  
**Transmission of Data in Digital Form**  
**1.6**  
**UNCOVERING AND CORRECTION OF**  
**WORK**  
**12**  
**Uncovering of Work**  
**12.1**  
Unforeseen Conditions, Concealed or Unknown  
3.7.4, 8.3.1, 10.3  
Unit Prices  
7.3.3.2, 7.3.4  
Use of Documents  
1.1.1, 1.5, 2.2.5, 3.12.6, 5.3  
**Use of Site**  
**3.13**, 6.1.1, 6.2.1  
**Values, Schedule of**  
**9.2**, 9.3.1  
Waiver of Claims by the Architect  
13.4.2  
Waiver of Claims by the Contractor  
9.10.5, 13.4.2, 15.1.6  
Waiver of Claims by the Owner  
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6  
Waiver of Consequential Damages  
14.2.4, 15.1.6  
Waiver of Liens  
9.10.2, 9.10.4  
**Waivers of Subrogation**  
6.1.1, **11.3.7**  
**Warranty**  
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7  
Weather Delays  
15.1.5.2  
**Work, Definition of**  
**1.1.3**  
Written Consent  
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5,  
9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2  
Written Interpretations  
4.2.11, 4.2.12

## Written Notice

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,  
9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14,  
15.4.1

## Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1,  
15.1.2





## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

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

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

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

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

### **§ 1.3 CAPITALIZATION**

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

### **§ 1.4 INTERPRETATION**

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

### **§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

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

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

### **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

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

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

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

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

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

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

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

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

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

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

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

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

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

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

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

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

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

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

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

### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

### **§ 3.4 LABOR AND MATERIALS**

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

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

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

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

### **§ 3.5 WARRANTY**

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

### **§ 3.6 TAXES**

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

### **§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

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

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

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

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 ALLOWANCES**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 SUPERINTENDENT**

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

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

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

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

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

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

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

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

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

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

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

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

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

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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



### **§ 3.18 INDEMNIFICATION**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

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

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

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

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

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

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

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

#### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

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

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

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

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

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

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

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

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

### **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

#### **§ 6.2 MUTUAL RESPONSIBILITY**

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

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

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

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

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

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

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

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

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

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

### **§ 7.2 CHANGE ORDERS**

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

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

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

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

**.4** As provided in Section 7.3.7.

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

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

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

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

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

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

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

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

**§ 7.4 MINOR CHANGES IN THE WORK**

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

## **ARTICLE 8 TIME**

### **§ 8.1 DEFINITIONS**

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

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

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

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

### **§ 8.2 PROGRESS AND COMPLETION**

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

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

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

### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

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

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

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 CONTRACT SUM**

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

### **§ 9.2 SCHEDULE OF VALUES**

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

### **§ 9.3 APPLICATIONS FOR PAYMENT**

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

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

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

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

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

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

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

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

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

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



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

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

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

## **§ 9.6 PROGRESS PAYMENTS**

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

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

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

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

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

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

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

## **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,

stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

## **§ 9.8 SUBSTANTIAL COMPLETION**

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

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

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

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

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

## **§ 9.9 PARTIAL OCCUPANCY OR USE**

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

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

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

## **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

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

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

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

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

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

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

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

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

#### **§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

#### **§ 10.3 HAZARDOUS MATERIALS**

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

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

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

#### **§ 10.4 EMERGENCIES**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

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

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

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

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

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

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

## **§ 11.2 OWNER'S LIABILITY INSURANCE**

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

## **§ 11.3 PROPERTY INSURANCE**

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

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

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

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

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

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

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

### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

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

### **§ 11.3.3 LOSS OF USE INSURANCE**

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

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

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

### **§ 11.3.7 WAIVERS OF SUBROGATION**

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

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

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

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

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

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

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 UNCOVERING OF WORK**

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

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

#### **§ 12.2 CORRECTION OF WORK**

##### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

##### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

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



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

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

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

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

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

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

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

### **§ 13.2 SUCCESSORS AND ASSIGNS**

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

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

### **§ 13.3 WRITTEN NOTICE**

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

### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

## **§ 13.5 TESTS AND INSPECTIONS**

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

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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

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

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

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

## **§ 13.6 INTEREST**

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

## **§ 13.7 TIME LIMITS ON CLAIMS**

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

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

## **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

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

## **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

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

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

#### **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

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

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

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 CLAIMS**

##### **§ 15.1.1 DEFINITION**

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

##### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

##### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

##### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

##### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

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

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

### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

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

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

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

### **§ 15.2 INITIAL DECISION**

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

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

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

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

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

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

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### **§ 15.3 MEDIATION**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

### **§ 15.4 ARBITRATION**

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

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

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

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

### **§ 15.4.4 CONSOLIDATION OR JOINDER**

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

**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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



**SECTION 00 8000**  
**SUPPLEMENTARY CONDITIONS TO A201 GENERAL CONDITIONS**  
**General**

The following provisions modify, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201 – 2017 Edition. Where only a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**Article 1: General Provisions**

- 1.1.1 Delete the last sentence of this section and substitute the following:
- The Contract Documents shall include all of the documents included in the Project Manual and the documents submitted by the successful bidder with its bid.
- 1.1 Add new section 1.6.3:
- Notwithstanding the foregoing, written notice to the Owner is only effective if delivered to the office of the Campus Planner for Truman State University, 100 East Normal, McClain Hall, Room 201, Kirksville, Missouri 63501-4221.
- 1.1.8 Delete and substitute the following:
- “Initial Decision Maker shall mean the Architect wherever that term appears in the Contract Documents
- 1.1.9 Add the following subsection:
- The Project Manual is a volume assembled for the Work which shall include the bidding requirements, sample forms, Conditions of the Contract and Specifications.
- 1.2.1 Add the following subsection 1.2.1.1:
- In the event that two or more of the Contract Documents contradict, conflict with, or are inconsistent with one another, the following order of precedence shall govern, with documents higher on the list taking precedence over documents lower on the list:
1. These Supplementary Conditions;
  2. The Agreement;
  3. Addenda, with those of later date having precedence over those of earlier date;
  4. Special Conditions;
  5. Instructions to Bidders;
  6. The General Conditions of the Contract for Construction (AIA Document A201 – 2017);
  7. Section 011000 – Summary of Work;
  8. Remaining Division 1 Specifications;
  9. Specifications and Drawings. In the case of an inconsistency between or within the Specifications and Drawings, the better quality or greater quantity of Work shall be provided. On all drawings, figured dimensions shall take precedence over measurements by scale and full-sized details shall take precedence over scale drawings.
  10. Any other Contract Documents.

**Article 2: Owner**

- 2.1.2 Delete Section 2.1.2.
- 2.2.3 Delete Section 2.2.3 and substitute the following provision:



All surveys required to be furnished by the Owner are included or referenced in the Project Manual and Drawings. If additional surveying information is desired by the Contractor, it shall be obtained at the Contractor's expense.

- 2.5 Delete the sentence "Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect".

### **Article 3: Contractor**

- 3.4.1 Add the following subsections:

3.4.1.1 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with manufacturer's printed instructions and/or recommendations (latest edition). Contractor shall have, on file at the job site, a copy of all such documentation.

3.4.1.2 Not later than two weeks after the Notice of Award, the Contractor shall submit to the Owner and Architect a list containing the names of the manufacturers proposed to be used for each of the products identified in the Division 1 General Requirements of the Specifications and, where applicable, the name of the installing Subcontractor.

- 3.4.3 Add the following subsection:

3.4.3.1 Any employee or laborer of Contractor or of any subcontractor whose work is unsatisfactory to Owner or Architect, or is considered by Owner or Architect to be careless, incompetent, unskilled, or otherwise objectionable, shall be dismissed from the project immediately upon written notice by the Architect or Owner.

- 3.5.3 Add the following section:

3.5.3 Unless otherwise specifically noted in the Contract Documents, all Warranties shall commence upon Substantial Completion of the Project.

- 3.5 Delete section 3.6.

- 3.10.1 Delete Section 3.10.1.

- 3.10.2 Add the following subsection:

3.10.2.1 Contractor shall also keep a log for all submittals (including, but not limited to submittals of shop drawings, product data, and samples) that tracks, by Specification Section, the date of each submittal, a complete list of each item contained within the submittal, the date the submittal was transmitted to the Architect for review, the date(s) of the Architect's actions as to each submittal or portion thereof, and Contractor's receipt of the Architect's responses. Any re-submittals shall be tracked separately. This log shall be updated and provided to the Owner and to the Architect on a monthly basis along with the Pay Application. **Contractor's failure to provide the Submittal Log shall be grounds for the Owner to withhold payment from the Contractor.**

- 3.11 Add the following sentence to the end of this section:

**Contractor's failure to provide all of the record copies of these documents shall be grounds for the Owner to withhold payment from the Contractor.**

### **Article 4: Architect**

- 4.2.13 Delete Section 4.2.13 and substitute the following:

The Owner and Contractor shall proceed to perform under the Contract Documents based upon the interpretation or determination by the Architect. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The Architect's decisions on all other matters shall be subject to review pursuant to the Disputes

**Article 5: Subcontractors**

5.2.4 Delete Section 5.2.4. See Instructions to Bidders.

5.5 Add the following Section:

**5.5 No Third Party Beneficiaries**

Subcontractors and Sub-subcontractors (of any tier) are not third party beneficiaries of the Contract between Owner and Contractor. Contractor, Subcontractors, and Sub-subcontractors (of any tier) are not third party beneficiaries of the Contract between Owner and Architect.

**Article 7: Changes in the Work**

7.2 Add the following subsection:

7.2.2 Contractor may not sign Change Orders while reserving rights to subsequently request additional compensation or additional time to perform the Work. If Contractor disagrees with any aspect of the Change Order, Contractor shall request issuance of a Construction Change Directive. By signing a Change Order, Contractor waives and releases any claims for additional compensation or time with respect to the Change Order. See Section 7.3.2. Any attempted reservation of rights shall be considered null and void.

7.3.7.3 Delete section 7.3.7.3 and substitute the following:

rental costs of machinery and equipment, exclusive of small and/or hand tools. If Contractor or any Subcontractor (of any tier) using machinery or equipment owned by said entity, they shall be entitled to charge a reasonable rental rate for the use of said machinery or equipment based upon the lesser of: (a) their booked or recorded costs for said machinery or equipment; or (b) the rental rate provided under the then-current AGC Contractor's Equipment Cost Manual. For idle machinery or equipment, the rental rate shall be 50% of the standard rental rate as determined above. However, the maximum amount that may be recovered for idle machinery or equipment is the fair market value of said equipment.

7.3.11 Add the following new section:

7.3.11 The combined allowance for overhead and profit referenced in Section 7.3.4 shall be based on the following schedule:

7.3.11.1 For work performed by the Contractor's own forces, the Contractor shall be entitled to ten percent (10%) of its actual cost of performing the work.

7.3.11.2 For work performed by Subcontractors to the Contractor, Contractor shall be entitled to five percent (5%) of the total amount due the Subcontractor, and the Subcontractor shall be entitled to ten percent (10%) of its actual cost of performing the work.

7.3.11.3 For work performed by Sub-subcontractors, Contractor shall be entitled to five percent (5%) of the total amount due the Subcontractor, Subcontractor shall be entitled to five percent (5%) of the total amount due the Sub-subcontractors, and Sub-subcontractors shall be entitled to ten percent (10%) of its actual cost of performing the work.

7.3.11.4 The "actual cost of performing the work" to which the above-referenced overhead and profit percentages are to be applied shall be determined in accordance with Section 7.3.4.

**Article 8: Time**

- 8.3.1 Delete clause (4) (regarding mediation) in the first sentence.  
Delete "adverse weather conditions documented in accordance with Section 15.1.6.2,"

**Article 9: Payments and Completion**

- 9.2 Add the following sentence to the end of this Section:

Where the Contract is based on time-and-material or cost-plus compensation, the Contractor shall submit to the Architect a Schedule of Values on the same timeframe and supported by the same type of data, based upon the Contractor's good-faith estimate of the total cost of the Work at the end of the Project.

- 9.3.1 Delete Section 9.3.1 and substitute the following:

On or before the first day of each month, the Contractor shall submit to the Architect and Owner an itemized Application for Payment for operations completed in accordance with the approved Schedule of Values. The Application shall be notarized and shall be supported by such documentation as the Architect or Owner may reasonably require. The Application for Payment shall also be accompanied by:

(i) non-contingent lien waivers from Contractor, all Subcontractors and suppliers, and all of their respective subcontractors and suppliers releasing and waiving all claims for payment (except for retainage amounts withheld by Owner) for all work performed through the end of the period covered by the previous Application for Payment;

(ii) an Affidavit executed by Contractor certifying that it has fully complied with the provisions and requirements of the Missouri Prevailing Wage Statute, R.S.Mo. Chapter 290. Contractor shall also submit such Affidavits executed by each Subcontractor (at any tier) whose work is included in the Pay Application:

(iii) full and accurate records indicating the names, minority status, occupations and crafts of every workman employed by Contractor and each Subcontractor (at any tier) in connection with the Work, together with an accurate record of the number of hours worked by each workman in the period covered by the Pay Application and the actual wages paid therefore; and

(iv) MBE/WBE participation reports for the period covered by the Pay Application.

- 9.3.1.3 Add the following subsection:

9.3.1.3 Unless otherwise specified in Article 5.1.6.1 of the Agreement (AIA Document A101 – 2017), retainage of five percent (5%) shall be withheld from each Pay Application.

- 9.4 Add the following subsection:

9.4.3 The Owner shall have the right to independently verify the Contractor's compliance with the Contract Documents and to reject any Application for Payment, in whole or in part, if Owner reasonably believes that the Contractor has not complied in any material respect with any requirement of the Contract Documents, notwithstanding the issuance of a Certificate for Payment by the Architect. Owner shall conduct its independent review within five (5) working days of Owner's receipt of the Certificate of Payment. Owner shall immediately provide Contractor and Architect with written notification if Owner determines that it will reject any Application for Payment, in whole or in part.

- 9.5.1 Delete the word "or" from the end of Section 9.5.1.6, and add the following new Sections 9.5.1.8 and 9.5.1.9:

9.5.1.8 failure of the Contractor to submit all required lien waivers, payroll records, MBE/WBE reporting, or any other documents required to be submitted with any Application for Payment; or

9.5.1.9 failure of the Contractor to provide documentation required by any other provision of the Contract Documents.

9.6.1 Delete Section 9.6.1 and substitute the following:

The Owner shall make payment to Contractor pursuant to the requirements of Mo. Rev. Stat. §34.057. Contractor's Invoice or Application for Payment shall not be considered to be "duly delivered to the person or place designated by the public owner" as required by §34.057(1)(1)(b) until:

- (i) Five (5) working days after the Owner has received a Certificate of Payment from the Architect and Owner has determined to approve the Application for Payment in whole or in part
- (ii) Contractor has delivered to the Owner and Architect all required lien waivers for all prior Applications for Payment;
- (iii) Contractor has delivered to the Owner and Architect all required certified payroll records and affidavits; and
- (iv) Contractor has delivered to the Owner and Architect all required MBE/WBE forms.

9.8.1 Add the following at the end of Section 9.8.1: "and when the Contractor has complied with all requirements of the Contract Documents (including the provision of all required documentation) for the establishment of Substantial Completion".

9.8.2 Add the following to the end of Section 9.8.2:

The compilation or issuance by the Owner or the Architect of any list of incomplete items or items to be corrected does not relieve Contractor of its duty to prepare the comprehensive list referred to in this Section.

9.8.3 Add the following to the end of Section 9.8.3:

If Architect is required for any reason to make more than one inspection to determine Substantial Completion, Contractor shall be liable for the cost of each additional inspection, including travel expenses.

9.8.4 Delete the phrase "When the Work or designated portion thereof is substantially complete" and substitute the following:

"When the Work or designated portion thereof is Substantially Complete and Contractor has provided all required documentation,"

9.8.5 Delete the second and third sentences of Section 9.8.5 and insert the following:

Upon such acceptance and Owner's receipt of a Consent of Surety signed by Contractor's surety, and provided that Contractor has submitted the required Application for Payment and all lien waivers and other documentation required to be submitted with the Application, the Owner shall pay to Contractor within thirty (30) days the retainage previously withheld from payments to Contractor, less an amount equal to two hundred percent (200%) of the value of each item of Work remaining to be completed, as determined by the Owner or Architect.

9.8.6 Add the following new Section 9.8.6:

9.8.6 If the Work is to be performed in phases, the commencement of work on any subsequent phase shall not be deemed to be evidence that any earlier phase has reached Substantial Completion, nor shall Owner's permitting work to commence on any subsequent phase constitute a waiver of the Owner's right to claim that an earlier phase has not reached Substantial Completion.

9.8.7 Add the following new Section 9.8.7.

**Liquidated Damages**

If the Contract Documents provide for the assessment of liquidated damages for failure to complete the Work (or portions thereof) by designated dates, then the following provisions shall apply:

- .1 By submitting a bid, Contractor acknowledges that it has carefully examined the amount of and terms concerning liquidated damages for delayed completion of the Project. Contractor further agrees that, in light of the public inconvenience that will or may be caused by any delay in completion of the Project, and due to the difficulty in establishing the value and amounts of the monetary and non-monetary damages that will or might be suffered as a result of a delayed completion of the Project, the amount provided for in the Contract for liquidated damages for delayed completion is a fair and reasonable amount.
- .2 Contractor and its Surety acknowledge that their liability for liquidated damages is not excused even if other aspects or portions of the Owner's overall project are not completed by the time that this Project is completed.
- .3 Contractor and its Surety acknowledge that the liquidated damages are only intended to compensate the Owner for delayed completion of the Project, and that Contractor and Surety are potentially liable to Owner for additional, non-delay related damages.
- .4 Contractor and its Surety acknowledge that Contractor and Surety are not entitled to any extensions of time for any cause, event or reason occurring after the contractual completion date (i.e., Contractor is not entitled to extensions of time due to adverse or severe weather conditions which occur subsequent to the contractual completion date because if the Contractor had complied with its contractual obligations, the Contractor would never have encountered the adverse conditions).
- .5 Contractor and its Surety acknowledge that they are liable for liquidated damages for delayed completion whether Contractor eventually completes the work after the contractual completion date, whether Contractor fails to complete the work, whether Contractor abandons the Project, whether the Owner terminates the Contract, or whether the Surety takes over and completes the work. In all cases of delayed completion, unless the Owner agrees in writing to the contrary, Contractor and Surety are responsible for liquidated damages for each calendar day of delay in completion of the Project after the agreed completion date.
- .6 Contractor and its Surety acknowledge that Owner is not required to declare that the Contractor is in default for delayed performance, and that Owner is not required to terminate the Contract because of actual or anticipated failure by the Contractor to complete the Project on time.
- .7 Contractor and its Surety acknowledge that the Owner may, but is not obligated to, deduct liquidated damages from progress payments otherwise due the Contractor. Owner's failure to deduct liquidated damages from progress payments, failure to invoice Contractor for liquidated damages, failure to provide notice of the assessment of liquidated damages, failure to provide notice of anticipated delayed completion of the Project, or failure to terminate Contractor for delayed completion, shall not constitute a waiver of any of Owner's rights; including, but not limited to, the right to recover liquidated damages for delayed completion of the Project.
- .8 Contractor's Surety specifically acknowledges that its responsibilities to the Owner (and any dual obliges) are not dependent upon a declaration of default by the Owner, and that the Surety has an independent obligation to monitor the Contractor's performance and to take whatever steps are necessary and appropriate to fulfill Contractor's obligations - even in the absence of any demand to do so by Owner.
- .9 If the Contract Documents require the Work to be completed in stages or phases, and provide for liquidated damages for late completion of each stage or phase, then such damages shall be cumulative (i.e. if Contractor has not completed either the first or second

phase after the deadline for completion of the second phase, then Contractor shall be liable for payment of liquidated damages for the first phase and payment of liquidated damages for the second phase).

- .10 Contractor acknowledges that, even if Owner takes partial occupancy or uses of a portion of the Work (pursuant to Section 9.9) prior to the deadlines set forth for completion of the Project, Substantial Completion and Final Completion shall be measured on the basis of the Project as a whole for purposes of assessing liquidated damages. The amount of liquidated damages shall not be reduced to account for any partial occupancy, substantial completion of any portion of the Project, or use of a portion of the Work.

- 9.10.1 Insert after the words "Application for Payment" in the first sentence the following:

together with all documentation required by the Contract Documents for closeout of the Contract,

Add the following at the end of Section 9.10.1:

The Architect's final Certificate for Payment shall not be binding on the Owner. The Owner shall have the right to independently verify the Contractor's compliance with the Contract Documents (including, but not limited to, Contractor's submission of a properly prepared and executed final Application for Payment and submission of all required lien waivers, payroll sheets, and other documentation required by the Contract Documents) and to reject the final Application for Payment and/or Certificate for Payment, in whole or in part, if Owner reasonably believes that the Contractor has not complied in any material respect with any requirement of the Contract Documents. Owner shall conduct its independent review within five (5) working days of Owner's receipt of the final Certificate of Payment. Owner shall immediately provide Contractor and Architect with written notification if Owner determines that it will reject the final Application for Payment, in whole or in part. For purposes of R.S.Mo. Section 34.057(1)(8)(b), the Architect is not authorized to issue a final, binding Certification of Completion without Owner's written agreement to said Certification.

- 9.10.1.1 Add the following provision:

9.10.1.1 If Architect is required for any reason to make more than one inspection to determine Final Completion, Contractor shall be liable for the cost of each additional inspection, including travel expenses.

- 9.10.2 Add at the end of the last sentence of Section 9.10.2:

and (7) all other documentation required for closeout of the Contract pursuant to the Contract Documents; including, but not limited to, full and final unconditional lien waivers from Contractor, its Subcontractors and suppliers, and their respective subcontractors and suppliers, reflecting that they have been paid in full for all work on the Project, and all required payroll affidavits and documentation, and MBE/WBE documentation.

#### **Article 11: Insurance and Bonds**

- 11.1.1.1 Add the following at the end of Section 11.1.1.1:

If Contractor or any of its subcontractors or suppliers or anyone performing Work for or through any of them under this Contract is exempt by statute from providing Worker's Compensation Coverage due to the number of employees or specified occupation, then each such person or entity shall maintain Voluntary Compensation Coverage for the duration of the Project.

- 11.2.1 Replace the word "Owner," with the word "Contractor" in the first sentence.

#### **Article 12: Uncovering and Correction of the Work**

12.2.1 Add the following sentence to the end of this Section:

The corrective work shall be completed within twenty-eight (28) calendar days of Contractor's receipt of written notice of the need for corrective work.

12.2.2 Delete this Section, including subsections 12.2.2.1, 12.2.2.2, and 12.2.2.3.

12.2.5 Delete this Section.

### **Article 13: Miscellaneous Provisions**

13.1 Delete this Section and substitute the following: "The Contract shall be governed by the law of the State of Missouri."

13.7 Delete Section 13.7.

### **Article 14: Termination or Suspension of the Contract**

14.1.1.3 Delete Section 14.1.1.3 and insert the following:

because the Owner has not made payment to Contractor within thirty (30) days of the date required by the Contract Documents.

14.1.3 Delete the words "including reasonable overhead and profit, costs incurred by reason of such termination, and damages" and insert the words "including reasonable overhead and profit for the Work actually performed, but Contractor shall not be entitled to recover overhead or lost profits on any Work not performed".

14.2.1.4 Delete the word "substantial" and insert the word "material".

14.2.2 Delete the words "upon certification by the Initial Decision Maker that sufficient cause exists to justify such action".

14.2.5 Add the following section:

14.2.5 In the event that it is determined that Owner did not have sufficient cause to terminate the Contract for cause, the termination shall be deemed to have been a termination for the Owner's convenience.

14.4.3 Delete this Section and substitute the following:

In case of such termination for the Owner's convenience, the Contractor shall be entitled to payment on the same basis as provided in Section 14.1.3.

### **Article 15 – Claims and Disputes**

15.1.1 Add the following sentence to this Section:

The Owner's decision to withhold payment for any reason, or to deduct liquidated damages, or to backcharge the Contractor for any costs or expenses incurred by the Owner shall not be considered "Claims."

15.1.2 Delete Section 15.1.2.

15.1.3 15.1.3.1 Add the following sentences to this Section:

Failure to provide timely notice shall act as a complete bar to any Claim. Notwithstanding the foregoing, the Owner's failure to give notice shall not act as a bar or waiver of any Claim based upon Contractor's failure to perform the Work in accordance with the Contract Documents.

- 15.1.5 Add the following sentences to this Section:
- If the Contractor believes it is entitled to an increase in the Contract Sum for any reason other than the performance of work associated with a Change Order or Construction Change Directive – including, but not limited to, (1) a written interpretation or determination from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, or (6) Owner's suspension of the Work – then Contractor shall submit a Claim pursuant to this Section 4.3, or Contractor shall be deemed to have waived its right to such an increase.
- 15.1.6 Delete Section 15.1.6; including Sections 15.1.6.1 and 15.1.6.2.
- 15.2.1 Delete the word "mediation" in the third sentence and replace with "litigation".
- 15.2.5 Delete the third sentence and substitute the following:
- If Owner or Contractor (or both) disagrees with the Initial Decision Maker's decision on any Claim, they may commence litigation. The Initial Decision Maker's decision may be used as evidence during the litigation, but shall not supersede the right of the parties to have their disputes resolved by litigation.
- 15.2.6 Delete section 15.2.6., including Section 15.2.6.1.
- 15.2.7 Delete section 15.2.7.
- 15.2.8 Delete section 15.2.8.
- 15.3 Delete Section 15.3, including Sections 15.3.1, 15.3.2, 15.3.3 and 15.3.4. Substitute the following provision:
- Disputes.** Any dispute or claim arising out of or relating to this Contract, the alleged breach thereof, or Contractor's work, that is not resolved by agreement after a decision of the Initial Decision Maker shall be resolved by litigation. The parties hereby agree that any such litigation shall be brought in the Circuit Court for Adair County, Missouri, and the parties irrevocably consent to the jurisdiction and venue of said Court. The prevailing party in any such litigation shall be awarded its attorney's fees, expert witness fees, expenses and Court costs at the trial and all appellate levels.
- 15.4 Delete Section 15.4; including Sections 15.4.1, 15.4.1.1, 15.4.2, 15.4.3, 15.4.4, 15.4.4.1, 15.4.4.2, and 15.4.4.3.

**End of Section 00 8000 – Supplementary Conditions**



**SECTION 009000**  
**SPECIAL CONDITIONS**

**1. OWNER'S REPRESENTATIVE**

The Owner's designated Representative on this Project shall be:

Kenny McKim, Physical Plant  
Truman State University  
100 E Normal,  
General Services Building 207  
Kirksville, MO 63501  
ph. 660-785-7226

The Owner may, in writing, identify a new or additional Owner's designated Representative at any time. Contractor shall cooperate with and provide all information reasonably requested by the Owner's designated Representative. All of Contractor's communications with the Owner shall be through the Owner's designated Representative. No other faculty, staff, administrator, employee or student of the University is authorized to act on behalf of the Owner.

**2. SCHEDULE OF VALUES**

Contractor's Schedule of Values shall be broken down by Work Sequence. **The Schedule of Values will also be broken down by building. Provide the Schedule of Values to the Architect for approval prior to the first pay app.**

**3. COPIES OF BID DOCUMENTS**

Contractor will be responsible to purchase their own sets of Drawings and Project Manuals.

**End of Section 00 9000 - Special Conditions**

**SECTION 01 1000**  
**SUMMARY**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Work restrictions.
  - 5. Specification and drawing conventions.
  - 6. Miscellaneous provisions.
- B. Related Requirements:
  - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

**1.2 PROJECT INFORMATION**

- A. Project Identification: Roofing Replacement 2024
  - 1. Project Location: Truman State University, Kirksville, Missouri
- B. Owner: Truman State University
- C. Owner's Representative:
  - Kenny McKim**
  - Physical Plant**
  - Truman State University**
  - 100 E Normal,**
  - General Services Building 207**
  - Kirksville, MO 63501**
  - Tel. 660-785-5394**
- D. Architect: BRS Architects, LLP
- E. Architect's Representative:
  - Harald Boerstler**
  - BRS Architects, LLP**
  - 1502 South Big Bend Blvd., Second Floor**
  - Saint Louis, MO 63117**
  - Tel: 314-324-9041**

**1.3 WORK COVERED BY CONTRACT DOCUMENTS**

- A. This project consists of the masonry repairs of designated areas of Ryle Hall.
- B. Type of Contract:
  - 1. Project will be constructed under a single or multiple prime contract.

**1.4 ACCESS TO SITE**

- A. General: Contractor shall have use of site for construction demolition operations and access as reviewed and approved by Owner during preliminary discussions.
  - a. Schedule deliveries and pickups to minimize space and time requirements for storage on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations. Keep Building interiors and site clean of any debris or traffic dirt. Clean building interiors daily to remove any traffic dirt.
- C. Access to building and surrounding site shall be coordinated with Owner to minimize disruption and ensure the public's safety. Coordinate interior cleaning with owner.
- D. Parking anywhere other than marked parking spaces is strictly prohibited.

**1.5 PARKING**

- A. Register vehicles with the office of Public Safety.
- B. Visitor tag valid for designated spaces only.
- C. There is no charge for parking permits however the number of parking permits is limited.

**1.6 WORK RESTRICTIONS**

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of

- authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to working hours of 7 am to 10 pm Monday through Friday, unless otherwise indicated.
    - 1. Weekend Hours: 7 am to 8 pm.
  - C. Do not interrupt utilities serving adjacent facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
    - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
    - 2. Obtain Owner's written permission before proceeding with utility interruptions.
  - D. Noise, Vibration, and Odors: Notify and gain Owner approval for operations that may result in high levels of noise and vibration, odors, or other disruption.
    - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
    - 2. Obtain Owner's written permission before proceeding with disruptive operations.
  - E. Alcohol and illegal drugs: Possession and / or use of alcohol or illegal drugs are prohibited on the Truman campus. The owners published rules regarding this matter shall apply to all workers related to the particular project.
  - F. Other Controlled Substances: Nonsmoking Campus: Smoking is not permitted anywhere on the Campus including indoors and outdoors. Use of tobacco products and other controlled substances on Project site is not permitted. The University policy statement is as follows:

**Tobacco & Substance Use Restrictions**

The purpose of restricting the use of tobacco products is to implement the provisions of Sections 191.765 through 191.777 of the statutes, to promote the health of the University community, to preserve and protect University property, and to provide a clean and safe environment in which to study, work, and learn.

Effective July 1, 2015 the use of all tobacco products, including smokeless tobacco and including electronic nicotine delivery systems (e-cigarettes), is prohibited on all University property and is also prohibited in all vehicles owned or controlled by the University.

(12.030 Board of Governors Code of Policies)

**Marijuana**

Truman has maintained a smoke-free campus for years, and that policy extends to marijuana use even after recent changes to state laws.

While the use of recreational marijuana for those 21 and older became legal in the state of Missouri under certain conditions following the passage of Amendment 3 last year, no policies or procedures will be altered on campus.

Marijuana remains classified by the federal government as a Schedule 1 controlled substance. As an institution that receives federal assistance, Truman will continue to abide by all federal guidelines on this matter. It is illegal for any employee, student or visitor to possess, use, distribute, dispense, sell or manufacture on University property, University-leased property or as part of University-sponsored or University-supervised activities. This includes both recreational and medical marijuana.

- G. Covid policy: See the following web site for updates and additional information on Covid policy. <https://www.truman.edu/coronavirus/>. This policy applies to: All persons, including but not limited to, all employees (faculty, staff, researchers, trainees, visiting scholars, student employees), third-party business entities, visitors, and students, authorized to enter any Truman State University buildings and work sites.
- H. Non-discrimination: The selected contractor and all subcontracted contractor doing business with Truman must agree not to discriminate on the basis of race, color, religion, national origin, sex, disability or veteran status. If discrimination by the selected Contractor or subcontracted Contractor is found to exist, Truman will take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all bidders list until corrective action is made and ensured, and referral to the Attorney General's Office.
- I. Minority and Women Owned Businesses (MBE's and WBE's): Per Executive Order 05-30, "all state agencies shall continue to make every feasible effort to target the percentage of goods and services procured from certified MBE's and WBE's to 10% and 5% respectively. The University encourages participation which can be met by primary contractors, subcontractors, suppliers or other arrangements.

**1.7 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of

language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 1000**

**SECTION 01 2100**  
**ALLOWANCES**

**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 governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Contingency allowances.

**1.3 CONTINGENCY ALLOWANCES**

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes if any, insurance, equipment rental, and similar costs.
- C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

**3.2 SCHEDULE OF ALLOWANCES**

- A. Allowance No. 1 Include \$10,000.00 (ten thousand dollars) in the Base Bid sum for work as directed by the Owner and Architect on Ryle Hall work.

**END OF SECTION 01 2100**

**SECTION 01 2600**  
**CONTRACT MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

**1.2 MINOR CHANGES IN THE WORK**

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

**1.3 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
    - e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." or other forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect .
1. Include a statement outlining 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 the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." or other form acceptable to Architect.

**1.4 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

**1.5 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: Architect Construction Manager may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum and/or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 2600**

**SECTION 01 2900**  
**PAYMENT PROCEDURES**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

**1.2 DEFINITIONS**

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

**1.3 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  - 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
  - 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  - 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated



- and stored, but not yet installed.
- a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
- 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- 10. Divide schedule of values in to sections per building.

#### **1.4 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions are made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
  - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit conditional final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  - 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.
  - 3. Contractor's construction schedule (preliminary if not final).
  - 4. Report of preconstruction conference.
  - 5. Certificates of insurance and insurance policies.

6. Performance and payment bonds.
7. Data needed to acquire Owner's insurance.
- H. Application for Payment at Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 2900**

**SECTION 01 3100**  
**PROJECT MANAGEMENT AND COORDINATION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Requests for Information (RFIs).
  - 3. Project meetings.

**1.2 INFORMATIONAL SUBMITTALS**

- A. Subcontract List: Maintain up to date during course of project.
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
- B. Key Personnel list: Provide a list of key personnel assignments (project managers, superintendent(s) etc). List business address and telephone numbers, including, office, and cellular telephone numbers and e- mail addresses. Provide at least two contacts for major subcontractors

**1.3 REQUESTS FOR INFORMATION (RFIs)**

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name and number.
  - 2. Date.
  - 3. Names of Contractor and Architect.
  - 4. RFI number, numbered sequentially along with RFI subject.
  - 5. Referenced Specification number or Drawing number and detail references, as appropriate.
  - 6. Explanation of field dimensions and conditions, as appropriate.
  - 7. Contractor's suggested resolution. Indicate impact on Contract Time or the Contract Sum if any.
  - 8. Contractor's signature.
  - 9. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: Utilize AIA Document G716 or form having substantially the same content as acceptable to Architect.
  - 1. Form and attachments shall be in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI.
  - 1. Do not submit RFI's which are incomplete, or as request for substitutions.
  - 2. Notify Architect in writing within 10 days of receipt of the RFI response if Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
  - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 2. Identification of related Construction Change Directive, and Proposal Request, as appropriate.

**1.4 PROJECT MEETINGS**

- A. General: hold all meetings and conferences at Project site. Note remote meetings may be mandated due to Covid situation.
  - 1. Attendees: Notify individuals whose presence is required, of date and time of each meeting.
  - 2. Agenda: Prepare meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Record significant discussions and agreements achieved and distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Owner's Commissioning Authority, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Critical work sequencing and long-lead items.
    - c. Designation of key personnel and their duties.
    - d. Lines of communications.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for processing Applications for Payment.
    - h. Distribution of the Contract Documents.
    - i. Use of the premises and existing building.
    - j. Work restrictions.
    - k. Working hours.
    - l. Responsibility for temporary facilities and controls.
    - m. Procedures for moisture and mold control.
    - n. Procedures for disruptions and shutdowns.
    - o. Construction waste management and recycling.
    - p. Parking availability.
    - q. Office, work, and storage areas.
    - r. Equipment deliveries and priorities.
    - s. First aid.
    - t. Security.
    - u. Progress cleaning.
  4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: conduct progress meetings at biweekly (every two weeks) intervals. Note remote meetings may be mandated due to Covid situation.
  1. Coordinate dates of meetings to coordinate with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION (Not Used)**

**END OF SECTION 01 3100**

**SECTION 01 5000**  
**TEMPORARY FACILITIES AND CONTROLS**

**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 requirements for temporary utilities, support facilities, and security and protection.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

**1.3 UTILITY USE CHARGES**

- A. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- B. Electric Power Service from Existing Building System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations

**1.4 INFORMATIONAL SUBMITTALS**

- A. Site Plan: Show temporary facilities including proposed location for dumpsters and portable toilets , utility hookups, staging areas, and parking areas for construction personnel.

**1.5 QUALITY ASSURANCE**

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts.

**2.2 TEMPORARY FACILITIES**

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location,- operation, and maintenance of fixtures and facilities.
  - 1. Portable Toilets – location to be reviewed and approved by owner.
  - 2. Drinking water nearby toilet facility. Location inside building if required due to weather.

**2.3 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

**PART 3 - EXECUTION**

**3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

**3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- C. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

**3.3 SUPPORT FACILITIES INSTALLATION**

- A. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

- B. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- C. Existing Elevator Use: Use of Owner's existing elevators will not be permitted during selective demolition work. Disconnect power from elevators to prevent use by construction personnel.
- D. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner

#### **3.4 SECURITY AND PROTECTION INSTALLATION**

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- D. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose portion of site utilized for laydown and dumpster space, and for portable toilets.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- E. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- F. Temporary Enclosures: Provide temporary enclosures for protection of building from exposure and foul weather. Provide temporary weathertight enclosure for building exterior where necessary.
- G. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire- prevention program.
  - 1. Prohibit smoking.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

#### **3.5 MOISTURE AND MOLD CONTROL**

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

#### **3.6 OPERATION, TERMINATION, AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

**END OF SECTION 01 5000**

**SECTION 01 7419**  
**CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Non-mandatory recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 003126 - "Existing Hazardous Material Information " for information regarding known hazardous materials in the building.
  - 2. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

**1.2 DEFINITIONS**

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Goal: A non-mandatory project objective.
- E. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- F. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- G. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- H. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

**1.3 WASTE MANAGEMENT PLAN**

- A. General: Develop a waste management plan.

**1.4 LEAD REMOVAL**

- A. If required, lead materials should be removed in accordance with applicable Occupational Safety and Health Administration (OSHA) methodologies outlined in the Lead in Construction Standard 1926.62. In general, the materials should be removed using manual methods while avoiding cutting or the use of open flames. Lead materials should be recycled or disposed of in accordance with the Resource Conservation and Recovery Act (RCRA) subtitle C requirements.

**PART 2 - PRODUCTS (Not Used)**

**PART 3 - EXECUTION**

**3.1 PLAN IMPLEMENTATION**

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within seven days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage,

recycling, and disposal.

**3.2 SALVAGING DEMOLITION WASTE**

- A. Salvaged Items for Sale and Donation: Not permitted on Project site.

**3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL**

- A. General: Recycle paper and beverage containers used by on-site workers, as well as construction and demolition waste to the extent feasible without incurring additional costs.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

**3.4 DISPOSAL OF WASTE**

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on- site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

**END OF SECTION 01 7419**



**01 7800**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 008000 - General Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed shop drawings, product data, and samples.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:

1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
  1. Field changes of dimension and detail.
  2. Details not on original Contract drawings.
  3. Record all site conditions and existing conditions differing from Contract drawings and specifications.

### **3.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

### **3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- B. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and any special operating instructions.
- C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- D. Provide servicing and lubrication schedule, and list of lubricants required.
- E. Include manufacturer's printed operation and maintenance instructions.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- H. Additional Requirements: As specified in individual product specification sections.

### **3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

### **3.06 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

**END OF SECTION**

**SECTION 02 4119**  
**SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building or structure.
    - a. It is not intended that structural items be removed in this scope of demolition.
  - 2. Salvage of existing items to be reused or recycled.
  - 3. The general intent of this Selective Demolition package is to remove existing construction as indicated on the demolition documents after any hazardous material removal work has occurred. This package does not include removal of any building structural elements.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for restrictions on the use of the premises.
  - 2. Refer to MEP drawings for related information.

**1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated. Provide secure storage during time items are not permanently attached to building.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.4 MATERIALS OWNERSHIP**

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.
  - 2. See end of this section for any known objects of interest for removal and return to owner.

**1.5 PREDEMOLITION MEETINGS**

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 2. Coordination for shutoff, capping, and continuation of utility services.
  - 3. Use of elevator and stairs.
- C. Inventory: Submit a list of items to be removed and stored for reinstallation by contractor.
- D. Predemolition Photographs or Video: Submit before Work begins.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- F. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

**1.7 QUALITY ASSURANCE**

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

**1.8 FIELD CONDITIONS**

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as

practical.

1. Before selective demolition, Owner will remove items that are of interest. Should suspected additional items of interest be discovered, contact owner for instructions on turnover or disposal.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: Hazardous materials are present in buildings and structures to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  1. Hazardous material asbestos remediation is specified by others elsewhere in the Contract Documents.
  2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
- D. Lead Removal: If required, lead materials should be removed in accordance with applicable Occupational Safety and Health Administration (OSHA) methodologies outlined in the Lead in Construction Standard 1926.62. In general, the materials should be removed using manual methods while avoiding cutting or the use of open flames. Lead materials should be recycled or disposed of in accordance with the Resource Conservation and Recovery Act (RCRA) subtitle C requirements.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  1. Maintain fire-protection facilities in service during selective demolition operations.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations. Refer to MEP Demolition documents for more information.
- B. Review documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. It is not intended that structural items be removed in this scope of demolition.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings preconstruction photographs and preconstruction videotapes.
  1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

### **3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage. Coordinate with information on MEP Documents.
  1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished. Coordinate with information on MEP Documents.
  1. Coordinate with Owner to arrange shut off of indicated services/systems.
  2. Disconnect, demolish, and remove fire-suppression systems, plumbing, electrical and HVAC systems, equipment, and components indicated to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Equipment to Be Removed: Disconnect and cap services and remove equipment as noted on demolition drawings.
    - c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - d. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - e. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts

with same or compatible ductwork material.

- C. Refrigerant: Remove refrigerant from mechanical equipment to be selectively demolished according to 40 CFR 82 and regulations of authorities having jurisdiction.

### **3.3 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

### **3.4 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Do not remove structural items which are not indicated and coordinated with Structural Engineer.
  - 3. Review conditions at new openings before proceeding: Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition
  - 4. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 5. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 6. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  - 7. Maintain adequate ventilation when using cutting torches.
  - 8. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site. Notify Owner and Architect of any such areas discovered.
  - 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 10. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### **3.5 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise

indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

**3.6 CLEANING**

- A. Clean adjacent areas of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 02 4119**

**SECTION 04 0100**  
**MAINTENANCE OF MASONRY AND STONE**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

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

**1.02 SUMMARY**

- A. Section includes but not limited to maintenance of masonry consisting of brick clay masonry and natural stone restoration and cleaning as follows:
  - 1. Repairing masonry, including replacing whole units and sections/partial walls.
  - 2. Anchors.
  - 3. Embedded flashing
  - 4. Miscellaneous masonry accessories.
  - 5. Painting steel uncovered during the work.
  - 6. Cleaning and painting all exposed lintels
  - 7. Replacing any steel deemed damaged beyond repair.
  - 8. Repointing joints
  - 9. Preliminary cleaning, including removing plant growth.
  - 10. Cleaning exposed masonry surfaces.
- B. Related Sections:
  - 1. Section 07 6200 – Sheet Metal Flashing and Trim for metal flashing installed in or on restored clay masonry.
  - 2. Section 07 9005 – Joint Sealants for sealants used in masonry restoration

**1.03 ALLOWANCES**

- A. Allowances for portions of masonry restoration work are specified in Section 01 2100 – Allowances.
  - 1. Notify Architect weekly of extent of work performed that exceeds base bid.
  - 2. Perform work that exceeds base bid work according to Unit Pricing and only as authorized by Change Orders.

**1.04 DEFINITIONS**

- A. Low-Pressure Spray: 50 to 100 psi, 4 to 6 gpm.
- B. Medium-Pressure Spray: 400 to 800 psi, 4 to 6 gpm.
- C. Stone Terminology: ASTM C 119.

**1.05 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated. Include recommendations for application and use. Include test data substantiating that products comply with requirements.
- B. Samples for Verification: for the following:
  - 1. Each type of masonry unit to be used for replacing existing units. Include sets of Samples as necessary to show the full range of color and texture to be expected.
    - a. For each brick type, provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.



2. Accessories: Each type of anchor, accessory, and miscellaneous support.

#### **1.06 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For restoration specialists including field supervisor and restoration workers and chemical-cleaner manufacturer.
- B. Quality-Control Program
- C. Restoration Program
- D. Cleaning Program
- E. Chemical-Cleaner Manufacturer's written instructions for chemical applications.

#### **1.07 QUALITY ASSURANCE**

- A. Restoration Specialist Qualifications: engage an experienced masonry restoration and cleaning firm to perform work of this section. Firm shall have completed work similar in material, design, and extent to the indicated for this Project, on at least 10 projects in the last five years, with a record of successful in-service performance. Experience installing standard unit masonry is not sufficient experience for masonry restoration work.
  - 1. Field Supervision: Restoration specialist firms shall maintain experienced full-time supervisors on project site during times that clay masonry restoration and cleaning work is in progress. Supervisors shall not be changed during Project except due to causes beyond the control of the Restoration specialist firm.
  - 2. Restoration Worker Qualifications: Persons who are experienced and specialized in restoration work of types they will be performing. When masonry units are being patched, assign at least one worker among those performing patching work who is trained and certified by manufacturer of patching compound to apply its products.
- B. Chemical-Cleaner Manufacturer Qualifications: A firm regularly engaged in producing masonry cleaners that have been used for similar applications with successful results, and with factory-trained representatives who are available for consultation and Project-site inspection and assistance at no additional cost.
- C. Source Limitations: Obtain each type of material for masonry restoration (face brick, stone, cement, sand, etc.) from one source with resources to provide materials of consistent quality in appearance and physical properties.
- D. Quality Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage due to worker fatigue.
- E. Restoration Program: Prepare a written, detailed description of materials, methods, equipment, and sequence of operations to be used for each phase of restoration work including protection of surrounding materials and Project site.
  - 1. Include methods for keeping pointing mortar damp during curing period.
  - 2. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to show their effectiveness for this Project and worker's ability to use such materials and methods properly.
- F. Cleaning Program: Prepare a written cleaning program that describes cleaning process on detail, including materials, methods and equipment to be used, protection of surrounding materials and control of runoff during operations.
  - 1. If materials and methods other than those indicated are proposed for any phase of restoration work, add to the Quality-Control Program a written description of such materials and methods, including evidence of successful use on comparable projects, and demonstrations to

show their effectiveness for this Project and worker's ability to use such materials and methods properly.

- G. Cleaning and Repair Appearance Standard: Cleaned and repaired surfaces are to have a uniform appearance as viewed from 20 feet away by the Architect. Perform additional paint and stain removal, general cleaning, and spot cleaning of small areas that are noticeably different, so that surface blends smoothly into surrounding areas.
- H. Pre-Installation Conference: Conduct conference at Project Site.
  - 1. Preview Methods and procedures related to masonry restoration and cleaning including, but not limited to, the following:
    - a. Construction Schedule. Verify availability of materials, personnel, equipment and facilities needed to make progress and avoid delays.
    - b. Materials, materials application, sequencing, tolerances, and required clearances.

#### **1.08 DELEVERY, STORAGE AND HANDLING**

- A. Deliver masonry units to Project site strapped together in suitable packs or pallets or in heavy duty cartons.
- B. Deliver other materials to Project site in Manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store Hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained, and contamination avoided.

#### **1.09 PROJECT CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit masonry restoration and cleaning work to be performed according to manufacturer's written instructions and specified requirements.
- B. Repair masonry units and repoint mortar joints only when air temperature is between 40 and 90 degreed F and is predicted to remain so for at least 7 days after completion of the work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair and mortar-joint pointing unless otherwise indicated.
  - 1. When air temperature is below 40 deg F, heat mortar ingredients, masonry repair materials and existing masonry walls to produce temperatures between 40 and 120 deg F.
  - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for 7 days after repair and pointing.
- D. Hot-Weather Requirements: Protect masonry repair and mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.
- F. Clean masonry surfaces only when air temperature is 40 deg F and above and is predicted to remain so for at least 7 days after Completion of Cleaning.

### 1.10 COORDINATION

- A. Coordinate masonry restoration and cleaning with public circulation patterns at project site. Some work is near public circulation patterns. Public circulation patterns cannot be closed off entirely, and in places can be only temporarily redirected around small areas of work. Plan and execute the work accordingly.

### 1.11 SEQUENCING AND SCHEDULING

- A. Order replacement materials at earliest possible date to avoid delaying completion of the Work.
- B. Perform masonry restoration work in the following sequence:
  - 1. Remove plant growth.
  - 2. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning agents into the wall.
  - 3. Clean masonry surfaces to remove dirt and growth.
    - a. Clean all brick clay masonry areas with mild acidic cleaner.
    - b. Clean all limestone areas with two-part limestone cleaner.
  - 4. Where water repellents, specified in Section 07 1900 "Water Repellents," are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning
  - 5. Rake out mortar from joints surrounding masonry to be replace and from joints adjacent to masonry repairs along joints.
  - 6. Repair masonry, including replacing existing masonry with new masonry materials.
  - 7. Rake out mortar from joints to be repointed.
  - 8. Point mortar and sealant joints.
  - 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
    - a. Clean all newly mortared brick areas with acidic cleaner.
    - b. Clean all stone areas with acidic cleaner.
  - 10. Inspect for open mortar joints and repair before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in masonry units to comply with "Masonry Unit Patching" Article. Patch holes in mortar joints to comply with "Repointing Masonry" Article.

## PART 2 PRODUCTS

### 2.01 MASONRY MATERIALS

- A. Face Brick: Provide face brick, including specially molded, ground, cut or sawed shapes where required to complete masonry restoration work. Comply with tolerance requirements in ASTM C216, Grade SW; Type FBS.
  - 1. Provide units with colors, color variation within units, surface texture, size and shape to match existing brickwork.
    - a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
  - 2. Special Shapes:
    - a. Provide specially molded, 100 percent solid shapes for application where core holes or frogs could be exposed to view or weather when in final position and where shapes produced by sawing would result in sawed surfaces being exposed to view.
    - b. Mechanical chopping or breaking brick, or bonding pieces of brick together by adhesives, are not acceptable procedures for fabricating special shapes.

- B. Stone: Provide natural building stone of variety, color, texture, grain, veining, finish and size to match existing stone.
  - 1. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches individual color, texture, grain, veining, finish, size, or shape within that range.

## **2.02 MORTAR MATERIALS**

- A. Portland Cement: ASTM C 150, Type I or Type II, White or grey or both where required for color matching of exposed mortar.
  - 1. Provide cement containing more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S
- C. Mortar Sand: ASTM C 144 unless otherwise indicated.
  - 1. Color: Provide natural sand of color necessary to produce required mortar color.
  - 2. For pointing mortar, provide sand with rounded edges.
  - 3. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
- D. Mortar Pigments: Natural and synthetic iron oxides, compounded for mortar mixes. Use only pigments with a record of satisfactory performance in masonry mortars.
- E. Water: Potable.

## **2.03 ANCHORS, STONE MASONRY**

- A. Fabricate anchors from stainless steel, ASTM A 240/A 240M or ASTM A 666, Type 304; temper as required to support loads imposed without exceeding allowable design stresses. Fabricate dowels and pins for anchors from stainless steel, ASTM A 276, type 304.
- B. Dowels for Coping: ½-inch diameter, round bars, fabricated from type 304 stainless steel complying with ASTM A 240/A 240M, ASTM A 276. Or ASTM A 666.

## **2.04 EMBEDDED FLASHING MATERIAL**

- A. Metal Flashing: Providing metal flashing complying with SMACNA's "Architectural Sheet Metal Manual" and as follows:
  - 1. Stainless Steel: ASTM A 240/A 240M, Type 304, 27 gage.
  - 2. Fabricate continuous flashing in sections 96 inches long minimum, but not exceeding 12 feet. Provide splice plates at joints of formed, smooth metal flashing.
  - 3. Fabricate composite through-wall flashing metal drip edges with snaplock receiver on exterior face where indicated to receive counterflashing.
  - 4. Fabricate flashing with drip edge unless otherwise indicated. Fabricate by extending flashing 1/2-inch out from wall, with outer edge bent down 30 degrees and hemmed.
  - 5. Extend drip edge at least 3-inches into wall.
- B. Rubberized-Asphalt Flashing: Composite flashing product consisting of pliable, adhesive rubberized-asphalt Compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.040 inch.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Advanced Building Products Inc.; Peel-n-Seal
    - b. Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing
    - c. Dayton Superior Corporation, Dur-O-Wal Division; Dur-O-Barrier Thru-Wall Flashing
    - d. Heckmann Building Products Inc.; No 82 Rubberized-Asphalt Thru-Wall Flashing
    - e. Hohmann & Barnard, Inc.; Textroflash

2. Accessories: Provide stainless steel termination bars to secure surface applied flashing, preformed corners, end dams, other special shapes, and seaming materials produced by flashing manufacturer.

C. Sealants for Sheet Metal Flashings:

1. Elastomeric Sealant: ASTM C 920, chemically curing silicone sealant; of type, grade, class and use classification required to seal joints in sheet metal flashing and trim and remain watertight.

D. Adhesives, Primers and Seam Tapes for Flashing: Flashing manufacturer's standard products or products recommended by flashing manufacturer for bonding flashing sheets to each other and to substrates.

**2.05 MISCELLANEOUS MASONRY ACCESSORIES**

A. Weep Products:

1. Round Plastic Weep Tubing w/wicking material: medium density polyethylene, 3/8-inch OD by 4 inches long with absorbent rope wicking material, made from cotton or UV-resistant synthetic fiber.

**2.06 MANUFACTURED REPAIR MATERIALS**

A. Stone Patching Compound: Factory-mixed cementitious product that is manufactured for patching stone.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but not limited to, the following:
  - a. Cathedral Stone Products, Inc.; Jahn Restoration Mortars
  - b. Edison Coatings, Inc Custom System 45
2. Use formulation that is vapor- and water-permeable (equal to or more than the stone), exhibits low shrinkage, has lower modulus of elasticity than the stone units being repaired, and develops high bond strength to all types of stone.
3. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
4. Formulate patching compound in colors, textures, and grain to match stone being patched. Provide sufficient number of colors to enable matching each piece of stone.

B. Cementitious Crack Filler: An ultrafine super-plasticized grout that can be injected into cracks, is suitable for application to wet or dry cracks, exhibits low shrinkage, and develops high bond strength to all types of stone.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but not limited to, the following:
  - a. Cathedral Stone Products, Inc.; Jahn Injection Grout
  - b. Edison Coating, Inc.; Pump-X 53-Series

C. Stone-to-Stone Adhesive: 1-part cementitious stone adhesive, recommended by adhesive manufacturer for type of stone repair indicated, and matching stone color.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but not limited to, the following:
  - a. One-Part Cementitious stone Adhesive:
    - 1) Cathedral Stone Products, Inc.; Jahn Restoration Adhesive.

**2.07 CLEANING MATERIALS, BRICK CLAY MASONRY**

A. Water: Potable

B. Mild Acidic Cleaner, for atmospheric, carbon and biological cleaning of brick: Manufacturer's standard mildly acidic cleaner containing no muriatic (hydrochloric), hydrofluoric, or sulfuric acid; or ammonium bifluoride or chlorine bleaches.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Diedrich Technologies Inc.; Envirorestore 100
  - b. PROSOCO; Enviro Klean Saf Restorer.

C. Acidic Cleaner, brick cleaner for new mortar areas: Manufacturer's standard Acidic masonry cleaner composed of hydrofluoric acid or ammonium bifluoride blended with other acids, detergents, wetting agents and inhibitors.

1. Products: Subject to compliance with requirements, provide one of the following:
  - a. Diedrich Technologies Inc.,; Dietrich 101 Masonry Restorer
  - b. PROSOCO; Sure Klean Custome Masonry Cleaner

## 2.08 CLEANING MATERIALS, STONE MASONRY

- A. Water; Potable
- B. Two-Part Limestone Cleaner, atmospheric, carbon and biological cleaning of limestone: Manufacturer's standard system consisting of potassium or sodium hydroxide based, alkaline prewash cleaner and acidic after-wash cleaner that does not contain hydrofluoric acid.
  1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Diedrich Technologies Inc.,; Dietrich 707X Limestone Cleaner prewash or Diedrich 808X Black Encrustation remover – Super Strong followed by 707N Limestone Neutralizer After-Rinse.
    - b. PROSOCO; Enviro Klean BioKlean followed by Sure Klean Limestone & Masonry After-wash.
- C. Acid Cleaner, stone cleaner for all areas following restoration work: Manufacturer's standard acidic masonry cleaner composed of hydrofluoric acid or ammonium bifluoride blended with other acids, detergents, wetting agents and inhibitors.
  1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Diedrich Technologies Inc.,; Dietrich 101 Masonry Restorer
    - b. PROSOCO; Sure Klean Vana Trol.

## 2.09 ACCESSORY MATERIALS

- A. Liquid Strippable Masking Agent: Manufacturer's standard liquid, film-forming, strippable masking material for protecting glass, metal and polished stone surfaces from damaging effects of acidic and alkaline masonry cleaners.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include but not limited to the following:
    - a. PROSOCO: Sure Klean Strippable Masking
- B. Stone Anchors and Pins: Type and Size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors and pins from Type 304 stainless steel.
- C. Setting Buttons: Resilient plastic buttons, non staining to masonry, sized to suit joint thicknesses and bed depths on masonry units without intruding into required depths of pointing materials.
- D. Masking tape: Non-Staining, nonabsorbent material compatible with pointing mortar, joint primers, sealants, and surfaces adjacent to joints; that will easily come off entirely, including adhesive.
- E. Antirust coating: Fast Curing, lead- and Chromate-free, self-curing, universal modified-alkyd primer complying with MPI #79, Alkyd Anticorrosive Metal Primer or SSPC-Paint 20 of SSPC-Paint 29 zinc-rich coating.
  1. Use coating requiring no better than SSPC-SP 2, "Hand Tool Clenaing" or SSPC-SP 3, Power tool Cleaning surface preparation according to manufacturer's literature of certified statement.
- F. Miscellaneous Products: Select materials and methods of use based on the following, subject to approval of a mockup.
  1. Previous effectiveness in performing work involved.
  2. Little possibility of damaging exposed surfaces.
  3. Consistency of each application.
  4. Uniformity of the resulting overall appearance.
  5. Do not use products or tools that could do the following:

- a. Remove, alter or in any way harm the present condition or future preservation of existing surfaces, including surrounding surfaces not in contract.
- b. Leave a residue on surfaces.

## **2.10 MORTAR MIXES**

- A. Measurement and mixing: Measure cementitious materials and sand in a dry condition by volume. Mix materials in a clean, mechanical batch mixer.
  1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining mortar in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  1. Mortar Pigments: Where mortar pigments are indicated, do not exceed a pigment-to-cement ratio of 1:10 by weight.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mortar Proportions: Mix mortar materials in the following proportions:
  1. Pointing Mortar for Brick: Comply with ASTM C 270, Proportion Specification, Type N
    - a. Add mortar pigments to produce mortar colors required.
  2. Pointing Mortar for Stone: Comply with ASTM C 270, Proportion Specification, Type N unless otherwise indicated.
  3. Rebuilding (Setting) Mortar: Comply with ASTM C 270, Proportion Specification, Type N unless otherwise indicated; with cementitious material limited to Portland cement and lime.

## **2.11 CHEMICAL CLEANING SOLUTIONS**

- A. Dilute chemical cleaners with water to produce solutions not exceeding concentrations recommended by chemical-cleaner manufacturer.
- B. Acidic Cleaner solution for Masonry: Dilute with water to produce hydrofluoric acid content of 3 percent or less, but not greater than that recommended by chemical-cleaner manufacturer.
  1. Use only on brick, unpolished granite, unpolished dolomite marble and siliceous sandstone.

## **PART 3 EXECUTION**

### **3.01 PROTECTION**

- A. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants and surrounding buildings from harm resulting from masonry restoration work.
  1. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of restoration and cleaning work.
- B. Comply with chemical-cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical-cleaning solutions from coming into contact with people, motor vehicles, landscaping, buildings and other surfaces that could be harmed by such contact.
  1. Cover adjacent surfaces with materials that are proven to resist chemical cleaners used unless chemical cleaners being used will not damage adjacent surfaces. Use materials that contain only waterproof, UV-resistant adhesives. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
  2. Keep wall wet below area being cleaned to prevent streaking from runoff.

3. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected areas.
  4. Neutralize and collect alkaline and acid waste for disposal off Owner's property.
  5. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping and water penetration into building interiors.
- C. Prevent mortar from staining face of surrounding masonry and other surfaces.
1. Cover sills, ledges, and projections to protect from mortar droppings.
  2. Keep wall area wet below re-building and pointing work to discourage mortar from adhering.
  3. Immediately remove mortar in contact with exposed masonry and other surfaces.
  4. Clean mortar splatters from scaffolding at end of each day.

### **3.02 BRICK REMOVAL AND REPLACEMENT**

- A. At locations indicated, remove bricks indicated, or that are damaged, spalled, or deteriorated. Carefully demolish or remove in entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
- B. Support and protect remaining masonry that surrounds removal area. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal and other deteriorated items.
- D. Clean bricks surrounding removal areas by removing mortar, dust, and loose particles in preparation for replacement.
- E. Replace removed damaged brick with new brick matching existing brick, including size.
- F. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  1. Maintain joint width for replacement units to match existing joints.
- G. Lay replacement brick with completely filled bed and head joints. Butter ends with sufficient mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C 67 initial rates of absorption (Suction) of more than 30g/30 sq in per min. Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  2. Rake out mortar used for laying brick before mortar sets and point new mortar joints in repaired area to comply with requirements for repointing existing masonry, and at same time as repointing of surrounding area.
  3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

### **3.03 STONE REMOVAL AND REPLACEMENT**

- A. At Locations indicated, remove stone indicated, or that has deteriorated or is damaged beyond repair or is to be reused. Carefully remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-sized units.
- B. Support and protect remaining stonework that surrounds removal area. Maintain adjoining construction in an undamaged condition.
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.



- D. Remove in an undamaged condition as many whole stone units as possible.
  - 1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels.
  - 2. Remove sealants by cutting close to stone with a utility knife and cleaning with solvents.
  - 3. Store stone for reuse. Store on skids and protected from the weather.
  - 4. Deliver cleaned stone not required for reuse to Owner unless otherwise indicated.
- E. Clean stone surrounding removal area by removing mortar, dust, and loose particles in preparation for replacement.
- F. Replace removed damaged stone and reinstall, where possible, or replace with new stone matching existing stone, including size. Do not use broken units unless they can be cut to usable size.
- G. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
  - 1. Maintain joint width for replacement stone, to match existing joints.
  - 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- H. Set replacement stone with completely filled bed and head joints. Butter vertical joints for full width before setting and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new anchors of size and type indicated.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing stonework.
  - 2. Rake out mortar used for laying stone before stone sets and point new mortar joints in repaired areas to comply with requirements for repointing existing stone and at same time as repointing of surrounding area.
  - 3. When mortar is sufficiently hard to support units, remove shims and other devices interfering with pointing of joints.

### **3.04 FLASHING AND VENTS**

- A. General: Install embedded flashing and weep vents in masonry at coping, and other obstructions to downward flow of water in wall, and where indicated.
- B. Install flashing as follows unless otherwise indicated:
  - 1. Prepare back-up surfaces so that they are smooth and free from projections that could puncture flashing. Before covering with mortar, seal penetrations in flashing with adhesive, sealant, or tape as recommended by flashing manufacturer.
  - 2. Install metal drip edges beneath flexible flashing at exterior face of wall. Stop flexible flashing ½-inch back from outside face and adhere flexible flashing to top of metal drip edge.
  - 3. Seal metal drip edge with two beads of continuous silicone sealant. Seal lap seams in metal drip edges with minimum of three beads of silicone sealant.
- C. Install reglets for flashing and other related construction where they are shown to be built into masonry.
- D. Install weep tubes in head joints in exterior wythes of first course of masonry immediately above embedded flashing and as follows:
  - 1. Use specified weep/vent products to form weep holes.
  - 2. Space weep holes 24-inches o.c. unless otherwise indicated.

### **3.05 PAINTING STEEL UNCOVERED DURING THE WORK**

- A. Inspect steel exposed during masonry removal. Prepare and paint it as follows:

1. Remove paint, rust and other contaminants according to SSPC-SP 2 "hand tool cleaning", SSPC-SP 3 "Power tool cleaning" as applicable to meet paint manufacturers recommended preparation.
  2. Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer rate of application (dry film thickness per coat).
- B. If on inspection and rust removal, the cross section of a steel member is found to be reduced from rust by more than 1/16-inch, notify Architect before proceeding.

### **3.06 BRICK CLAY MASONRY UNIT PATCHING**

- A. Patch the following masonry units unless another type of replacement or repair is indicated:
1. Units indicated to be patched.
  2. Units with holes.
  3. Units with chipped edges or corners.
  4. Units with small areas of deterioration.
- B. Remove and replace existing patches unless otherwise indicated or approved by Architect.
- C. Patching Bricks:
1. Remove loose material from masonry surface. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4-inch thick, but not less than recommended by patching compound manufacturer.
  2. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of masonry unit.
  3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed to produce exact match.
  4. Rinse surface to be patched and leave damp, but without standing water.
  5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
  6. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4-inch or more than 2 inches thick. Roughen surface of each layer to provide a key for each layer.
  7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane of contour of the masonry unit. Shape and finish surface before or after curing, as determined by testing, to best match masonry unit.
  8. Keep each layer damp for 72 hours or until patching compound has set.

### **3.07 STONEFRAGMENT REPAIR**

- A. Carefully remove cracked or fallen stone fragment indicated to be repaired. Reuse only stone fragment that is in sound condition.
- B. Remove soil, loose particles, mortar, and other debris or foreign material, from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Concealed Pinning: Before applying adhesive, prepare for concealed mechanical anchorage consisting of 1/4-inch diameter, threaded stainless-steel pins set into 1/4 -inch diameter holes drilled into parent stone and into but not through the fragment.
- D. Apply stone-to-stone adhesive to comply with adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.

- E. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.
- F. Clean adhesive residue from exposed from exposed surfaces and patch chipped areas as specified in "Stone Patching" article.

### 3.08 CRACK INJECTION

- A. General: Comply with cementitious crack-filler manufacturer's written instructions.
- B. Drill 1/4-inch diameter injection holes as follows:
  - 1. Transverse Cracks Less than 3/8-inch Wide: drill holes through center of crack at 12 to 18 inches o.c.
  - 2. Transverse Cracks more than 3/8-inch Wide: drill holes through center of crack at 18 to 36" inches o.c.
  - 3. Delaminations: Drill holes at approximately 18 inches o.c. both vertically and horizontally.
  - 4. Drill holes 2 inches deep. Where possible, drill holes in mortar joints.
- C. Clean out drill holes and cracks with compressed air and water. Remove dirt and organic matter, loose material, sealants, and failed crack repair materials.
- D. Place plastic injection ports in drilled holes and seal face of cracks between injection ports with clay or other non-staining, removable plugging material. Leave opening at upper ends of cracks for air release.
- E. Inject cementitious crack filler through ports sequentially, beginning at one end of area and working to opposite end; Where possible, begin at lower end of injection area and work upwards. Inject filler until it extrudes from adjacent ports. After port has been injected, plug with clay or other suitable material and begin injecting filler at adjacent port, repeating process until all ports have been injected.
- F. Clean cementitious crack filler from face of stone before it sets by scrubbing with water.
- G. After cementitious crack filler has set, remove injection ports, plugging material, and excess filler. Patch injection holes and surface of cracks as specified in "Stone Patching" article.

### 3.09 STONE PATCHING

- A. Patch the following stone units unless another type of replacement or repair as indicated.
  - 1. Units indicated to be patched
  - 2. Units with holes.
  - 3. Units with Chipped edges or corners
  - 4. Units with small areas of deep deterioration.
- B. Remove and replace existing patches unless otherwise indicated by Architect.
- C. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch will not have feathered edges but will have square or slightly undercut edges on area to be patched and will be at least 1/4-inch thick, but not less than recommended by patch compound manufacturer.
- D. Mask adjacent mortar joint or rake out for repointing if patch will extend to edge of stone unit.
- E. Mix patching compound in individual batches to match each stone unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
- F. Brush-Coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- G. Place patching compound in layers as recommended by patching compound manufacturer, but not less than 1/4-inch or more than 2-inches thick. Roughen surface of each layer to provide a key for next layer.

1. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane of contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
  2. Build patch up ¼-inch above surrounding stone and carve surface to match adjoining stone after patching compound has hardened.
- H. Keep each layer damp for 72 hours or until patching compound has set.
- I. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

### 3.10 CLEANING MASONRY, GENERAL

- A. Proceed with cleaning in an orderly manner; work from top to bottom of each section being cleaned. Ensure that dirty residues and rinse water will not wash over cleaned, dry areas.
- B. Use only those cleaning methods indicated for each masonry material and location.
1. Do not use wire brushes or brushes that are not resistant to chemical cleaner being used. Do not use plastic-bristle brushes if natural-fiber brushes will resist chemical cleaner being used.
  2. Use spray equipment that provides control application at volume and pressure indicated, measured at spray tip. Adjust pressure and volume to ensure that cleaning methods do not damage masonry surfaces.
    - a. Equip units with pressure gages.
  3. For chemical-cleaner-spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with cone shaped spray tip.
  4. For water-spray application, use fan-shaped spray tip that dispenses water at an angle of 25 to 50 degrees.
  5. For high-pressure water-spray application, use fan-shaped spray tip that dispenses water at an angle of at least 40 degrees.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, molding, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.
- D. Water Application Methods:
1. Water-spray applications: Hold spray nozzle at least 6 inches from surface of masonry and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- E. Chemical-Cleaner Application methods:
1. Apply chemical cleaners to masonry surfaces to comply with chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.
- F. Rinse off chemical residue and soil by working upwards from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.
- G. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

### 3.11 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant growth, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers and vegetation by cutting at roots and

allowing to dry as long as possible before removal. Remove loose soil and debris from open masonry joints to whatever depth they occur.

- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods used. Extraneous substances include paint, caulking, asphalt, and tar.
  - 1. Carefully remove heavy accumulations of material from surface masonry with a sharp chisel. Do not scratch or chip masonry surface.
  - 2. Remove caulking with alkaline paint remover.

### 3.12 CLEANING BRICKWORK

- A. Chemical Cleaning:
  - 1. Wet masonry with cold water applied by low pressure.
  - 2. Apply cleaner to masonry in two applications by brush or low-pressure spray. Let cleaner remain on surface for period as recommended by chemical-cleaner manufacturer.
  - 3. Rinse with cold water applied by low-pressure spray to remove chemicals and soil.
  - 4. Repeat cleaning procedure above where required to produce cleaning effect desired. Do not repeat more than once. If additional cleaning is required, use a steam cleaning.

### 3.13 CLEANING STONework:

- A. Two-Part Limestone Chemical Cleaning
  - 1. Wet stone with cold water applied by low pressure spray.
  - 2. Apply alkaline prewash cleaner to stone by brush or roller. Let cleaner remain on surface for period recommended by chemical-cleaner manufacturer unless otherwise indicated.
  - 3. Rinse with cold water applied by medium pressure spray to remove chemicals and soil.
  - 4. Apply acidic after-wash cleaner to stone in two applications, while surface is still wet, using low-pressure spray equipment, deep-nap roller or soft fiber brush. Let neutralizer remain on surface for period recommended by manufacturer unless otherwise indicated.
  - 5. Rinse with cold water applied by medium-pressure spray to remove chemicals and soil.
  - 6. Repeat cleaning procedure above where required to produce cleaning effect desired. Do not repeat more than once. If additional cleaning is required, use a steam cleaning.
- B. Chemical Cleaning:
  - 1. Wet stone with cold water applied by low-pressure spray.
  - 2. Apply cleaner to stone in two applications by brush or low-pressure spray. Let cleaner remain on surface for period as recommended by manufacturer.
  - 3. Rinse with cold water applied by low=pressure spray to remove chemicals and soil.
  - 4. Repeat cleaning procedure above where required to produce cleaning effect desired. Do not repeat more than once. If additional cleaning is required, use a steam cleaning.

### 3.14 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent.
  - 1. All joints in areas indicated.
  - 2. Joints where mortar is missing or where they contain holes.
  - 3. Cracked joints where cracks can be penetrated at least ¼-inch by a knife blade 0.027 inch thick.
  - 4. Cracked joints where cracks are 1/16-inch or more in width and of any depth.
  - 5. Joints where they are deteriorated to point that mortar can be easily removed by hand.
  - 6. Joints where they have been filled with substances other than mortar.

7. Joints indicated as sealant filled joints.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follow, according to procedures demonstrated in approved mockup.
  1. Remove mortar from joints to depth of 2 times joint width to 2-1/2 times joint width, but not less than 1/2-inch or not less than required to expose sound, unweathered mortar.
  2. Remove mortar from masonry surfaced within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
  3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by Architect.
    - a. Cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar by hand with chisel and resilient mallet. Strictly adhere to approved quality control.
- D. Notify Architect of unforeseen detrimental conditions including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal and other deteriorated items.
- E. Repoint with mortar:
  1. Rinse joint surface with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
  2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8-inch until uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
  3. After low areas have been filled to same depth as remaining joints, point all joints by placing mortar in layers not greater than 3/8-inch. Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges into exposed masonry surfaces or to featheredge the mortar.
  4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mock-up. Remove excess mortar from edge of joint by brushing.
  5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours including weekends and holidays.
    - a. Acceptable curing methods include covering with wet burlap and plastic sheeting periodic hand misting, and periodic mist spraying using system of pipes, mist heads and timers.
    - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
  6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Pointing with sealant:
  1. After raking out, keep joints dry and free of mortar and debris.
  2. Clean and prepare joint surfaces according to Section 07 9200 Joint Sealants. Prime joint surfaces as recommended by sealant manufacturer. Do not allow primer to spill or migrate onto adjoining surfaces.
  3. Fill sealant joints with specified joint sealant according to 07 9200 Joint Sealants and as following:

- a. Install cylindrical sealant backing beneath the sealant, except where space is insufficient. There, install bond-breaker tape.
- b. Install sealant using only proven installation techniques that will ensure that sealant will be deposited in a uniform, continuous ribbon, without gaps or air pockets, and with complete wetting of the joint bond surfaces equally on both sides. Fill joint flush with surrounding masonry and matching the contour of adjoining mortar joints.
- c. Install sealant as recommended by sealant manufacturer but within the following limitations, measured at the center (thin) section of the bead.

1) Fill joints to a depth equal to joint width, but not more than ½-inch deep or less than ¼-inch deep.

d. Immediately after first tooling, apply ground-mortar aggregate to sealant, gently pushing aggregate into the surface of sealant. Retool sealant to form smooth, uniform beads, slightly concave. Remove excess sealant and aggregate from surfaces adjacent to joint.

e. Do not allow sealant to overflow or spill onto adjoining surfaces, or to migrate into the voids of adjoining surfaces, particularly rough textures. Remove excess and spillage of sealant promptly as the work progresses. Clean adjoining surfaces by the means necessary to eliminate evidence of spillage, without damage to adjoining surfaces or finishes, as demonstrated in an approved mockup.

4. Cure sealant according to Section 07 9200 Joint Sealants.

- G. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

### **3.15 FINAL CLEANING**

- A. After mortar has fully hardened, thoroughly clean masonry surfaces of excess mortar and foreign matter; use scrapers, stiff-nylon or -fiber brushes, and clean water, spray applied at low pressure.
  - 1. Do not use metal scrapers or brushes
  - 2. Do not use acidic or alkaline cleaners.
- B. Wash adjacent woodwork and other non-masonry surfaces. Use detergent and soft brushed or clothes.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Sweep and rake adjacent pavement and grounds to remove mortar and debris. Where necessary, pressure wash pavement surfaces to remove mortar, dust, dirt, and stains.

### **3.16 FIELD QUALITY CONTROL**

- A. Architects Project Representatives: Architect will assign Project Representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project Representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- B. Notify Architect's Representatives in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Architect's Project representatives have had reasonable opportunity to make observations of work areas at lift device or scaffold location.

**END OF SECTION**

## **SECTION 07 5423**

### **THERMOPLASTIC POLYOLEFIN (TPO) ROOFING**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 SUMMARY**

- A. Section Includes:

1. Adhered thermoplastic polyolefin (TPO) roofing system.
2. Coverboard
3. Insulation
4. Base sheets
5. Vapor Retarder/Temporary Roofing
6. Metal edging
7. Accessories

- B. Related Requirements:

1. Section 07 6200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
2. Section 07 9200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

##### **1.3 DEFINITIONS**

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" apply to work of this Section.

##### **1.4 PREINSTALLATION MEETINGS**

- A. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at site.
  1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
  2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review deck substrate requirements for conditions and finishes, including flatness and fastening.



5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

B. Preinstallation Roofing Conference: Conduct conference at site.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work, including:

1. Base flashings and membrane terminations.
2. Tapered insulation, including slopes.
3. Insulation fastening patterns

C. Samples for Verification: For the following products:

1. Sheet roofing, of color required.
2. Insulation and coverboard
3. Walkway pads or rolls

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

- A. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  - 1. Submit evidence of compliance with performance requirements.
- B. Product Test Reports: For components of roofing system, tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Research/Evaluation Reports: For components of roofing system, from ICC-ES.
- D. Field quality-control reports.
- E. Sample Warranties: For manufacturer's special warranties.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

#### 1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty. Contractor to document 10 years and 50 installations of systems similar to those specified below.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

#### 1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

#### 1.11 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  - 1. Special warranty includes roofing, base flashings, **roof insulation, fasteners, cover boards, substrate board, base sheet, roofing accessories, Metal Edges** and other components of roofing system.
  - 2. Warranty Period: 20 years from date of Substantial Completion. 72 MPH wind speed
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
  - 1. Warranty Period: **Two** years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain components including **roof insulation, cover boards, fasteners, Adhesives, Base Sheets and Metal Edges** for roofing system from **same manufacturer as membrane roofing**
- B. Basis of Design: Versico or Carlisle Roofing Systems

#### 2.2 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.
  - 1. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
  - 2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

- C. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, **Class A** for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- D. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

## 2.3 TPO ROOFING

- A. Fabric-Reinforced TPO Sheet: ASTM D 6878, internally fabric- or scrim-reinforced, uniform, flexible TPO sheet.
  - 1. Thickness: 60 Mil
  - 2. Color: Grey.
  - 3. Sheet Width, Factory Fabricated in the largest sheets possible

## 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.
  - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard unreinforced TPO sheet flashing, **55 mils (1.4 mm)** thick, minimum, of same color as TPO sheet.
- C. Bonding Adhesive: Manufacturer's standard.
- D. "Slip Sheet" Provide roofing membrane slip sheets under pipe supports, etc.
- E. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roofing to substrate, and acceptable to roofing system manufacturer.
- G. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.
- H. Base Sheets: SURE MB 90 – ASTM D6163 Type 1 Grade S. For use in adhered roof systems. FM and UL approved. Minimum Tear Strength 30lbs per ft.
- I. Liquid Flashing approved by membrane manufacturer.
- J. Expansion Joints: (Detail as standard of the manufacturer)
  - 1. Bellows Cover sheet: Membrane as standard of the manufacturer of this application
  - 2. Compression Tube: Compression tube diameter must equal or exceed the deck opening. Provide enough membrane around tube to allow for anticipated expansion.

3. Compression Insulation and retainer: Install compression insulation and retainer in expansion cavity below the compressible tube.

## 2.5 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured by TPO roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated
- B. Polyisocyanurate Board Insulation: ASTM C 1289, **Type II, Class 1, Grade 2**, felt or glass-fiber mat facer on both major surfaces. R-30 total in two layers staggered.
- C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of **1/4 inch per 12 inches (1:48)** unless otherwise indicated. (average R-30 for tapered areas)
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated around all units and curbs to allow water to pass freely to drainage system. Minimum slope of crickets shall be 2x field slope.

## 2.6 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- C. Adhesive: Two component low rise urethane foam adhesive.
- D. Cover Board: ASTM C 1289 Type II Class 4, Grade 1, Secureshield coated glass facer, **1/2 inch** thick.

## 2.7 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway **rolls**, approximately 3/16 inch (5 mm) thick and acceptable to roofing system manufacturer. To be installed at entry points, to and around serviceable units and otherwise indicated on plan.

## 2.8 VAPOR RETARDER/TEMPORARY ROOF MEMBRANE

- A. Modified Bituminous Sheet: Not less than 40-mil thick, self-adhering sheet consisting of 35 mils of rubberized asphalt laminated to a 5-mil thick, polyethylene film with release liner on adhesive side.
  1. Products: subject to compliance with requirements, provide Carlisle 725TR Air and Vapor Barrier/Temporary Roof of Versico 725 Self-Adhering Air and Vapor Barrier
- B. Primer: Liquid Primer recommended for substrate by manufacturer of sheet waterproofing material.
  1. Product: Subject to compliance with requirements, provide Carlisle Coatings CCW-702 Primer.

- C. Sheet Strips: Self Adhering, rubberized-asphalt sheet strips of same material and thickness as vapor barrier.
- D. Mastic, adhesives and tape: Liquid Mastic and adhesives and adhesive tapes recommended by vapor barrier manufacturer.
- E. Fasteners: Corrosion Resistant fasteners recommended for temporary roof membrane attachment by roofing system manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are NOT rotted and are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation. WOOD NAILERS SHALL NOT EXCEED HEIGHT OF INSULATION.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

### 3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.4 VAPOR-RETARDER / TEMPORARY ROOF INSTALLATION

- A. Install vapor barrier sheets according to manufacturer's written instructions and according to recommendations in ASTM D 6135.
- B. Apply primer to substrates at required rate and allow to dry. Limit priming to areas that will be covered by sheet waterproofing in same day. Reprime areas exposed for more than 24 hours.

- C. Apply and firmly adhere sheets over areas to receive waterproofing. Accurately align sheets and maintain uniform 2-1/2inch minimum lap widths and end laps. Overlap and seal seams and stagger end laps and roll immediately after installation.
- D. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into membrane roofing system.
- E. Just prior to installing roof insulation, fasten temporary roof membrane in accordance with manufacturer's written instructions at all lightweight cement, gypsum, and other non-structural cementitious decks, to achieve and exceed the uplift performance requirements of this Section.

### 3.5 INSULATION INSTALLATION

- A. Coordinate installing roofing system components, so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install base sheet on nailable decks noted on drawings where adhered insulation is required. Fasten base sheet using 9" o.c. spacing on both side laps, and stagger two rows 18" o.c. down center. Overlap edges a minimum of 3".
- D. Install tapered insulation under area of roofing to conform to slopes indicated around units and corners to provide positive drainage. Crickets shall be 2x field slope, no exceptions.
- E. Install insulation under area of roofing to achieve required thickness. Install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
- F. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- G. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
  - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- H. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof for 72 mph warranty requirements.
  - 2. Adhere insulation where noted to resist uplift pressure at corners, perimeter, and field of roof for 72 mph warranty requirements.

### 3.6 ADHERED COVERBOARD INSTALLATION

- A. Adhere Coverboard in all locations using 6" o.c. minimum bead spacing to achieve 72mph wind speed coverage. All Adhered insulation boards shall be 4x4 maximum size. ROLL ALL ADHERED INSULATION AND COVERBOARDS MAKING TWO PASSES WITH MINIMUM 150lb SEGMENTED STEEL ROLLER. NO EXCEPTIONS.

1. At Ridgewood on sloped sections, add fastener 12" from each corner of the board to allow adhesive to set.

### 3.7 ADHERED ROOFING INSTALLATION

- A. Adhere roofing over area to receive roofing according to roofing system manufacturer's written instructions. Unroll roofing and allow to relax before retaining.
- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.
- E. In addition to adhering, mechanically fasten roofing securely at terminations, angle changes greater than 2/12, penetrations, and perimeter of roofing.
- F. Apply roofing with side laps shingled with slope of roof deck where possible.
- G. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roofing and sheet flashings according to manufacturer's written instructions, to ensure a watertight seam installation.
  1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet.
  2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
  3. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.
- H. Spread sealant bed over deck-drain flange at roof drains, and securely seal roofing in place with clamping ring.
- I. New Retrofit Drains to be installed in all locations. Speed Tite by Olympic.

### 3.8 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings **and mechanically anchor to substrate through termination bars.**



### 3.9 METAL EDGING

- A. Metal Edging to be included in the Roof System Manufacturers Total System Warranty.
  - 1. All Metal edges to have a continuous cleat and maintain stated wind speed warranty.
  - 2. Color for each school to be selected by owner from the full range of Standard colors.
- B. Basis of Design: Versitrim 2000

### 3.10 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld walkway pad to substrate according to roofing system manufacturer's written instructions. Install at all entry points, around all serviceable units and where otherwise noted on plan.

### 3.11 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion. NOTIFY OWNER AND ARCHITECT 48 HOURS PRIOR TO INSPECTION.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

### 3.12 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- D. Clean completed roofing membrane surface.

### 3.13 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS \_\_\_\_\_ of \_\_\_\_\_, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
  - 1. Owner: Truman State University.
  - 2. Address: 100 East Normal, MC100, Kirksville, MO 63501
  - 3. Building Name: \_\_\_\_\_.
  - 4. Address: \_\_\_\_\_.
  - 5. Area of Work: \_\_\_\_\_.
  - 6. Acceptance Date: \_\_\_\_\_.
  - 7. Warranty Period: Two (2) Years.

8. Expiration Date: \_\_\_\_\_.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
    - a. lightning;
    - b. peak gust wind speed exceeding 72 mph
    - c. fire;
    - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
    - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
    - f. vapor condensation on bottom of roofing; and
    - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
  2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
  3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
  4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
  5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
  6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
  7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to

requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

1. Authorized Signature: \_\_\_\_\_.
2. Name: \_\_\_\_\_.
3. Title: \_\_\_\_\_.

END OF SECTION 07 5423

**SECTION 07 6200**  
**SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings, counterflashings.
- B. Reglets and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 079005 - Joint Sealers.

**1.03 REFERENCE STANDARDS**

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; American Architectural Manufacturers Association; 2012.
- B. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2013.
- D. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2010.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012)e1.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association; 2012.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene one week before starting work of this section.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

**1.06 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual and CDA Copper in Architecture Handbook requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with three years of documented experience.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

**PART 2 PRODUCTS**

**2.01 SHEET MATERIALS**

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 0.02 inch (0.6 mm) thick base metal, shop pre-coated with PVDF coating.
  - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
  - 2. Application: At building copings and as indicated on drawings.
  - 3. Color: As selected by Architect from manufacturer's full colors.

## **2.02 ACCESSORIES**

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant: Type as specified in Section 079005.
- E. Plastic Cement: ASTM D4586, Type I.

## **2.03 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch (13 mm); miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch (450 mm) long legs; seam for rigidity, seal with sealant.
- F. Fabricate flashings to allow toe to extend 2 inches (50 mm) over roofing gravel. Return and brake edges.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

### **3.02 PREPARATION**

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil (0.4 mm).

### **3.03 INSTALLATION**

- A. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Pack remaining spaces with lead wool. Seal flashings into reglets with sealant.
- B. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.
- F. Secure downspouts in place using concealed fasteners.

### **3.04 FIELD QUALITY CONTROL**

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

**END OF SECTION**

**SECTION 07 9005**  
**JOINT SEALERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sealants and joint backing.
- B. Precompressed foam sealers.

**1.02 RELATED REQUIREMENTS**

- A. Section 072500 - Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders:
- B. Section 078400 - Firestopping: Firestopping sealants.

**1.03 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants; 2010.
- B. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- E. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell); 2005 (Reapproved 2011).

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with other sections referencing this section.

**1.05 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Provide three sets of color samples.

**1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum five years experience.

**1.07 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

**1.08 WARRANTY**

- A. See Section 017800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five-year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Gunnable and Pourable Sealants:
  - 1. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 2. Dow Corning Corporation: [www.dowcorning.com](http://www.dowcorning.com).
  - 3. Hilti, Inc: [www.us.hilti.com](http://www.us.hilti.com).

4. Momentive Performance Materials, Inc (formerly GE Silicones): [www.momentive.com](http://www.momentive.com).
5. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
6. Tremco Global Sealants: [www.tremcosealants.com](http://www.tremcosealants.com).

## 2.02 SEALANTS

- A. General Purpose Exterior Sealant: Silicone; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
  1. Color: To be selected by Architect from manufacturer's standard range.
  2. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Other exterior joints for which no other sealant is indicated.
- B. Exterior Metal Lap Joint Sealant: Butyl or polyisobutylene, nondrying, nonskinning, noncuring.
  1. Applications: Use for:
    - a. Concealed sealant bead in sheet metal work.
    - b. Concealed sealant bead in siding overlaps.
- C. General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
  1. Color: To be selected by Architect from manufacturer's standard range.
  2. Applications: Use for:
    - a. Joints between door and window frames and wall surfaces.
    - b. Other interior joints for which no other type of sealant is indicated.
- D. Silicone Sealant: ASTM C920, Grade NS, Class 25, Uses NT, A, G, M, O; single component, neutral curing, non-sagging, non-staining, non-bleeding.
  1. Color: To be selected by Architect from manufacturer's full range.
  2. Applications: Use for:
    - a. Aluminum storefront framing and adjacent substrates.
    - b. Color anodic aluminum.
    - c. Galvanized steel.
    - d. Wood

## 2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; Closed cell material with a surface skin only; oversized 30 to 50 percent larger than joint width.
- D. Joint Backing: Round foam rod compatible with sealants; Open cell material at double sealant joints using silicone sealant.
- E. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### 3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.

- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.
- E. Exposed Concrete Floor Joints: Test joint filler in inconspicuous area of floor slab. Verify specified product does not stain or discolor slab.

### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker where joint backing is not used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- G. Tool joints concave.
- H. Compression Gaskets: Avoid joints except at ends, corners, and intersections; seal all joints with adhesive; install with face 1/8 to 1/4 inch (3 to 6 mm) below adjoining surface.
- I. Concrete Floor Joint Filler: Install concrete floor joint filler per manufacturer's written instructions. After floor joint filler is fully cured, shave joint filler flush with top of concrete slab.

### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

### **3.05 PROTECTION**

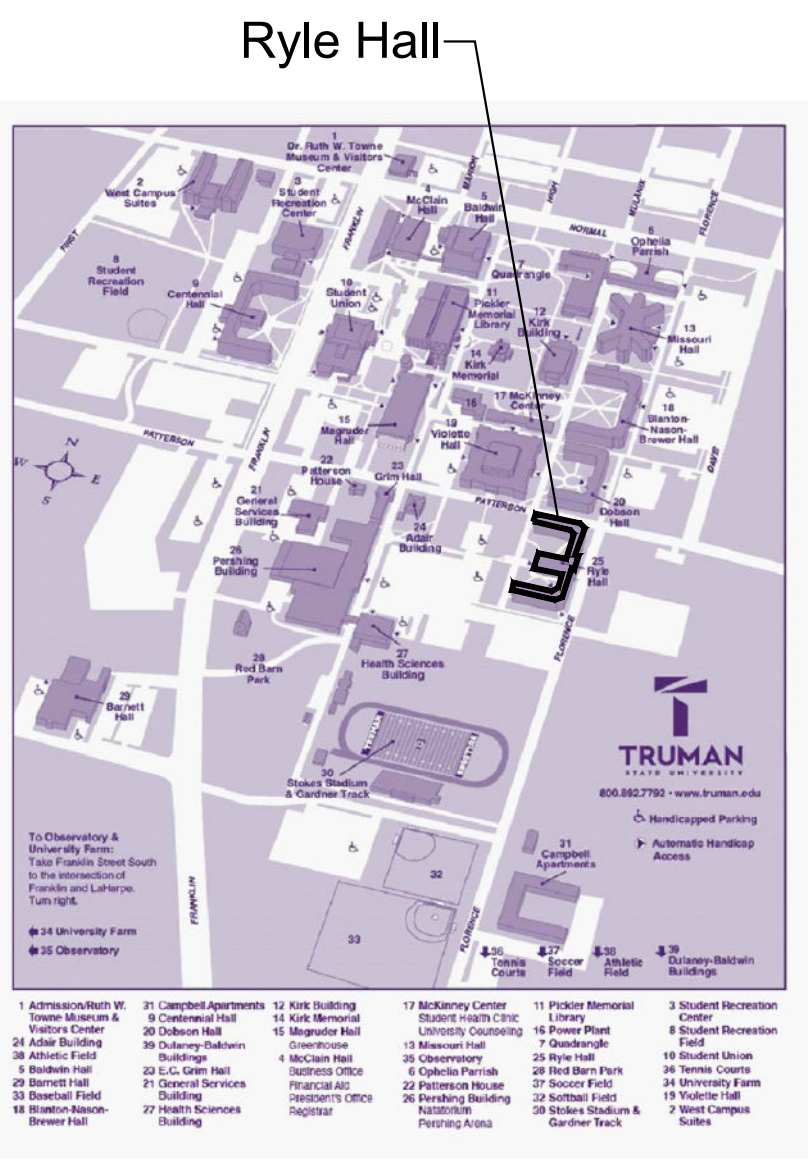
- A. Protect sealants until cured.

**END OF SECTION**



# RYLE HALL MASONRY REPAIR 2025 at Truman State University

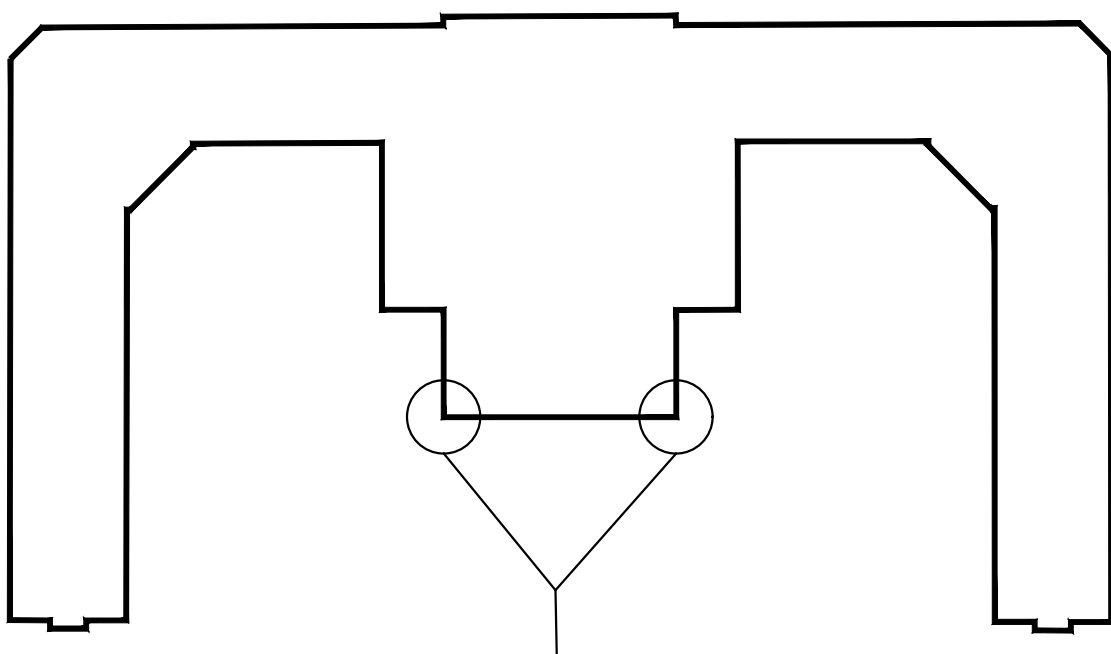
100 East Normal Ave.  
Kirksville, Missouri 63501



Campus Key Plan

DRAWING LIST:

- T1 COVER SHEET
- A1 ELEVATIONS
- A2 ELEVATIONS



STONE REPAIR LOCATION



BRS Architects, LLP  
1502 S. Big Bend Blvd. 2N  
St. Louis, Missouri 63117  
Phone (314) 402-5183

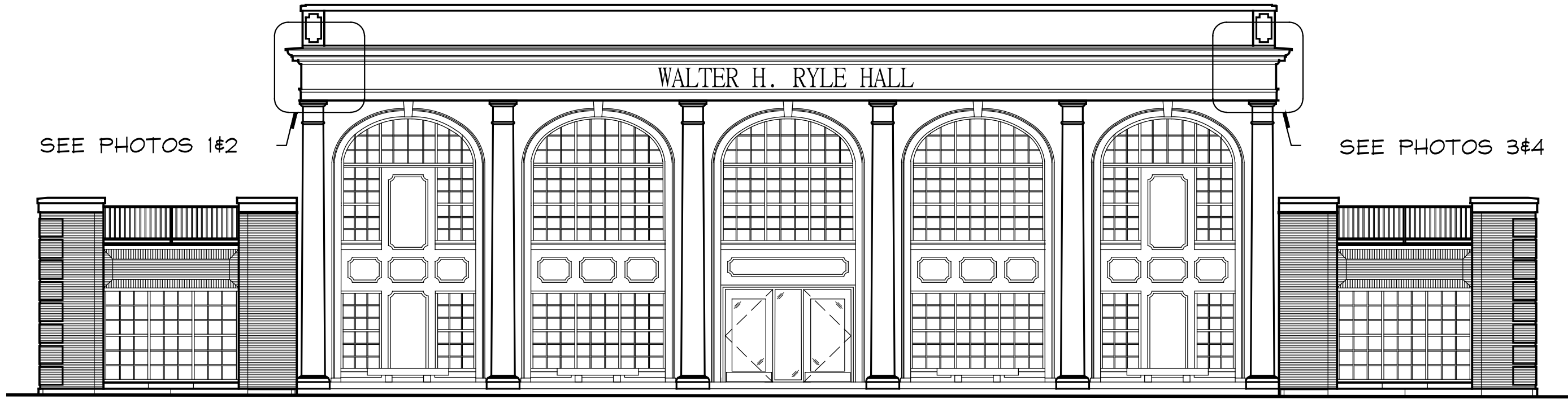
Truman State University  
Kirksville, Missouri

Ryle Hall  
Masonry Repairs  
2025

Progress Date:  
08/14/2025

Drawing Title:  
Elevations

Drawing No.  
T1



1 EAST ELEVATION  
A1 1/8" = 1'-0"



PHOTO 1

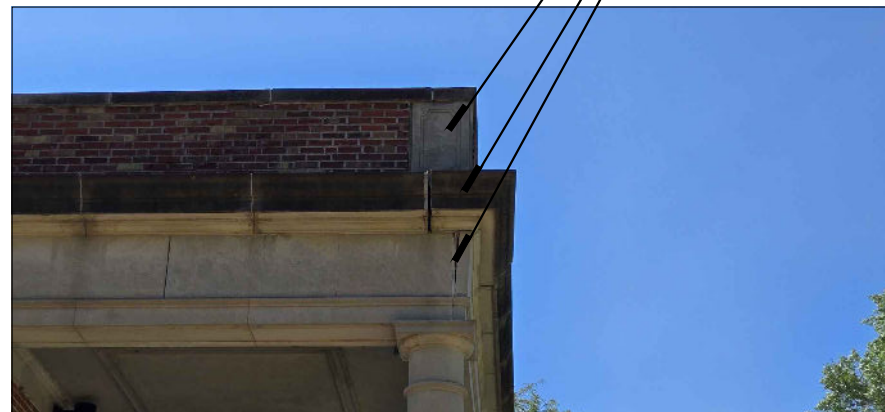


PHOTO 2

RESET & RESECURE FASCIA STONES. REMOVE & RE-LAY ASSOCIATED COPING STONES & ADJACENT BRICK AS REQUIRED TO RESECURE FASCIA & CORNICE. PROVIDE NEW ANCHORS AS REQUIRED. OPEN & RESECURE ROOFING MEMBRANE AS REQUIRED FOR ACCESS. COORDINATE W/ APPROVED ROOFING COMPANY. COORDINATE W/ ARCHITECT.



PHOTO 3



PHOTO 4

2 EXISTING PHOTOS  
A1 NTS

BRS Architects, LLP  
1502 S. Big Bend Blvd. 2N  
St. Louis, Missouri 63117  
Phone (314) 402-5183

Truman State University  
Kirksville, Missouri

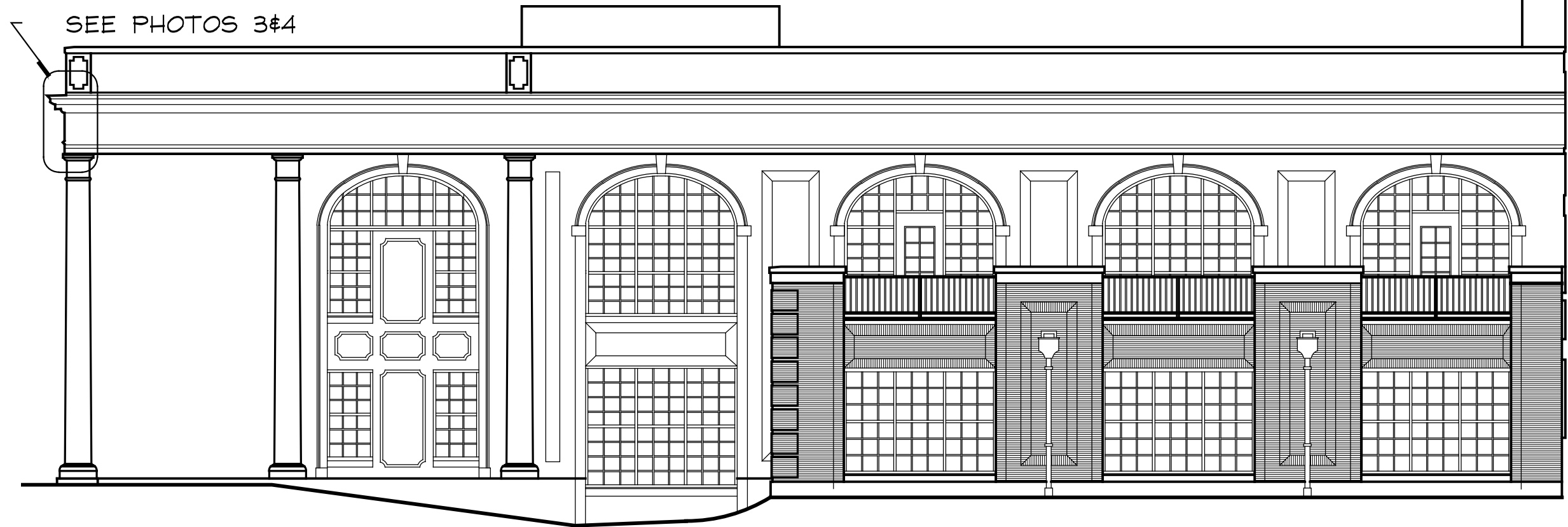
Ryle Hall  
Masonry Repairs  
2025

Progress Date:  
08/14/2025

Drawing Title:  
Elevations

Drawing No.

A1



1 NORTH ELEVATION  
A2 1/8" = 1'-0"



2 SOUTH ELEVATION  
A2 1/8" = 1'-0"

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1502 S. Big Bend Blvd. 2N  
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Truman State University  
Kirksville, Missouri

Ryle Hall  
Masonry Repairs  
2025

Progress Date:  
08/14/2025

Drawing Title:  
Elevations

Drawing No.  
A2