

PROJECT MANUAL FOR

Asbestos Abatement and Demolition

WEST CAMPUS ANNEX
(FORMER CHILDHOOD DEVELOPMENT CENTER)
Truman State University

Construction Documents
5/30/2023

PREPARED FOR:



PREPARED BY



Professional Environmental Engineers, Inc.

2665 Scott Avenue
St. Louis, Missouri 63103
Office: (314) 531-0060
Fax: (314) 531-0068

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: West Campus Annex - Asbestos Abatement and Demolition at Truman State University in Kirksville, Missouri
- C. Owner's Representative: Lori Shook, AUID, Campus Planning, Truman State University, 100 E Normal, MC100, Kirksville, MO 63501, ph. 660-785-7226
- D. Engineer: Professional Environmental Engineers, Inc., 2665 Scott Avenue, Suite B, St. Louis, MO 63103, ph. 314-531-0060
 - 1. 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 2:00 p.m. local time on June 15, 2023.
- B. Bids will be read aloud at 2:05 PM.

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 No bids may be withdrawn for a period of 30 days after opening of bids.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 June 8, 2023, at 10:00AM in McClain Hall 100 on the Truman State University campus, Kirksville, MO.
 - 2. Prime bidders are not required to attend the prebid conference and can schedule a separate tour at a time convenient to the owner on either June 12 or 13, 2023. Sub-contractors are encouraged to attend.
 - 3. To schedule a subsequent tour, contact Lori Shook, ph. 660-785-7226
 - 4. Questions are due on June 13 and will provide answers/clarifications by the end of June 14, 2023.

1.5 DOCUMENTS

- A. Bid documents
 - 1. Potential bidders may view documents by contacting Professional Environmental Engineers, Inc. (Bill Pietroburgo) at 314-531-0060 or at bpietroburgo@pe-engrs.com.

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 001116

CONTRACT DOCUMENTS

PROJECT MANUAL FOR ASBESTOS ABATEMENT

DIVISION 01	GENERAL REQUIREMENTS
01010	SUMMARY OF WORK
01095	CODES, REGULATIONS, AND STANDARDS - ASBESTOS ABATEMENT
01300	SUBMITTALS
01560	WORKER PROTECTION - ASBESTOS ABATEMENT
01565	RESPIRATORY PROTECTION - ASBESTOS ABATEMENT
DIVISION 2	SITE WORK
02071	ASBESTOS ABATEMENT
02074	TESTING

ATTACHMENTS

NESHAP INSPECTION REPORT

DEMOLITION CONTRACT SPECIFICATION

000001	TABLE OF CONTENTS
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS
000115	LIST OF DRAWINGS
002113	INSTRUCTIONS TO BIDDERS
002113	MISSOURI PREFERENCE STATEMENT
002513	PREBID MEETINGS
003126	EXISTING HAZARDOUS MATERIAL INFORMATION (REFERENCED TO INFORMATION INCORPORATED IN ABATEMENT PACKAGE BY OTHERS)
004113	BID FORM STIPULATED SUM (SINGLE-PRIME CONTRACT)
004313	BID SECURITY FORMS
004339	MBE/WBE FORMS
004440	AFFIDAVIT FOR AFFIRMATIVE ACTION
004736	WAGE DETERMINATION SCHEDULE
006000	FORMS
006001	AIA A101 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR.
006002	AIA A101 EXHIBIT A "INSURANCE AND BONDS"
006003	SUPPLEMENTAL CONDITIONS TO AIA A101 EXHIBIT A
006004	AIA A201 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.
008000	SUPPLEMENTAL CONDITIONS TO AIA A201 GENERAL CONDITIONS
009000	SPECIAL CONDITIONS
DIVISION 01	GENERAL REQUIREMENTS
011000	SUMMARY
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
015000	TEMPORARY FACILITIES AND CONTROLS
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
DIVISION 02	EXISTING CONDITIONS
024119	DEMOLITION

END OF TABLE OF CONTENTS

**TRUMAN STATE UNIVERSITY – WEST CAMPUS ANNEX
ASBESTOS ABATEMENT SPECIFICATIONS**

TABLE OF CONTENTS

CONTRACT DOCUMENTS

PROJECT MANUAL FOR ASBESTOS ABATEMENT

DIVISION 01	GENERAL REQUIREMENTS
01010	SUMMARY OF WORK
01095	CODES, REGULATIONS, AND STANDARDS - ASBESTOS ABATEMENT
01300	SUBMITTALS
01560	WORKER PROTECTION - ASBESTOS ABATEMENT
01565	RESPIRATORY PROTECTION - ASBESTOS ABATEMENT
DIVISION 2	SITE WORK
02071	ASBESTOS ABATEMENT
02074	TESTING

ATTACHMENTS

NESHAP INSPECTION REPORT

Contract Documents

Division 1 – General Requirements

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

a. RELATED DOCUMENTS

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

b. WORK COVERED BY CONTRACT DOCUMENTS

- i. The Project consists of Asbestos-Containing Material Abatement to prepare the West Campus Annex for demolition.
- ii. This project consists of asbestos abatement to prepare the West Campus Annex for demolition. The contractor shall visit the site of the proposed work and thoroughly familiarize himself with the location, the operating conditions and the conditions he or she will encounter affecting the proposed work. No additional allowance will be granted because of the lack of knowledge of such conditions. **THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF THE QUANTITIES AND LOCATIONS OF ALL ASBESTOS CONTAINING MATERIALS.**

Project Location:

**Truman State University
West Campus Annex
Kirksville, MO 63501**

- iii. All work will take place at the West Campus Annex, located on the Truman State University campus located in Kirksville, Missouri. Work on federal holidays is not expected and will not be approved without prior justification and owner approval. Work hours are expected to be during normal business hours. Additional evening or weekend work may be possible but only with prior approval by the owner and their representative.

ASBESTOS ABATEMENT SCOPE OF WORK

- iv. From the Basement Laundry Room of the West Campus Annex remove the following asbestos-containing materials using the Glovebag Method in Section 02701:
 1. Remove approximately 6 linear feet of asbestos-containing pipe insulation. The contractor is responsible for any selective demolition that is required to abate all asbestos.
- v. From Rooms 201 and the Kitchen on the 1st floor of the West Campus Annex remove the following asbestos-containing materials using Limited Containment Method in Section 02701:
 1. Remove approximately 24 square feet of asbestos-containing

thermal paper product. The contractor is responsible for any selective demolition that is required to abate all asbestos.

- vi. From the Exterior Roof of the West Campus Annex remove the following asbestos-containing materials using Outdoor Work Practices in Section 02701:
 - 1. Remove approximately 2,800 square feet of asbestos-containing cementitious tile. The contractor is responsible for any selective demolition that is required to abate all asbestos.

HAZARDOUS MATERIAL SCOPE OF WORK

Prior to any demolition activities, any household hazardous wastes (HHW) and or universal wastes that will be impacted must be removed and properly characterized and disposed of or recycled for reuse in accordance with USEPA RCRA Regulations and the Missouri Department of Natural Resources - Hazardous Waste Regulations.

Summary of Identified Household Hazardous Wastes

Item	Quantity
West Campus Annex	
Smoke Detectors	5
Mercury Thermostats	3
Air Conditioners/Refrigerants	3

c. CONTRACTOR USE OF PREMISES

- i. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Use of the Existing Building: Contractor may use restroom facilities located within the building. Maintain the existing building in a weather tight and secure condition throughout the construction period. Take all precautions necessary to protect the building and its occupants during the construction period.

d. OWNER-FURNISHED PRODUCTS

- i. The owner will allow the use of the building's water, sewer and electrical systems for the project. However, the contractor is solely responsible for the safe use of these systems and responsible for any damage caused to these systems by their actions.

END OF SECTION 01010

SECTION 01095 - CODES, REGULATIONS, AND STANDARDS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.
- B. Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.
- C. Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations, and standards.

1.2 CODES AND REGULATIONS

- A. General Applicability of Codes and Regulations, and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.
- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable federal, state, and local regulations. It is not the function of the Owner's Representative to specify all of the means by which the Contractor will obtain the intended results nor to state all of the environmental conditions that must be present for the safety of workmen who are employed to produce the intended results, or for the safety of others during construction. The Contractor shall establish means and environmental conditions that meet applicable laws and regulations. The Owner will not attempt to enforce such laws and regulations; however Owner, Owner's Representative, or Consultant have the authority to stop asbestos abatement work when conditions are not within the specifications or applicable federal, state and local regulations. Safety of the project area for the protection of the Contractors, Owner, Consultants, and the General Public is the

responsibility of the Contractor. The Contractor shall hold the Owner harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his sub-contractors.

- C. Federal requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
 - 1. OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:
 - a. Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules
Title 29, Part 1910, Section 1001 and
Part 1926, Section 1101 of the
Code of Federal Regulations
 - b. Occupational Safety and Health Administration, Lead
Title 29, Part 1926,
Code of Federal Regulations
 - c. Respiratory Protection
Title 29, Part 1910, Section 134 of the
Code of Federal Regulations
 - d. Construction Industry
Title 29, Part 1926, of the
Code of Federal Regulations
 - e. Access to Employee Exposure and Medical Records
Title 29, Part 1910, Section 1020 of the
Code of Federal Regulations
 - f. Hazard Communication
Title 29, Part 1910, Section 1200 of the
Code of Federal Regulations
 - g. Specifications for Accident Prevention Signs and Tags
Title 29, Part 1910, Section 145 of the
Code of Federal Regulations
 - 2. DOT: U.S. Department of Transportation, including but not limited to:
 - a. Hazardous Substances
Title 29, Part 171 and 172 of the
Code of Federal Regulations

3. EPA: U.S. Environmental Protection Agency (EPA), including but not limited to:
 - a. Asbestos Hazard Emergency Response Act (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Sub-part E of the Code of Federal Regulations
 - b. Training Requirements of (AHERA) Regulation Asbestos Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations
 - c. National Emission Standard for Hazardous Air Pollutants (NESHAPS) National Emission Standard for Asbestos Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B) of the Code of Federal Regulations
- D. State and local requirements that govern asbestos abatement work or hauling and disposal of asbestos waste materials are included in the requirements of this specification and are delineated as the responsibility of the Contractor to assure compliance.

1.3 STANDARDS

- A. General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- B. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the Owner and Consultant harmless for failure to comply with any applicable standard on the part of himself, his employees, or his sub-contractors.
- C. Standards: Which apply to asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:
 1. American National Standards Institute (ANSI)
1430 Broadway
New York, New York 10018
212/354-3300
Fundamentals Governing the Design and Operation of Local

Exhaust Systems Publication Z9.2-79

2. Practices for Respiratory Protection Publication Z88.2-80
3. American Society for Testing and Materials (ASTM)
1916 Race Street
Philadelphia, PA 19103
215/299-5400
4. Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849-82
5. AFL-CIO
6. 1926-1101: Asbestos Standard for Construction --Building and Construction Trades Department.
7. AIA Service Corporation
8. "Guide" Specification - 02080 Asbestos Removal AIA Service Corporation
1735 New York Avenue NW
Washington, DC
9. General Services Administration
Asbestos Control Program
NBSIR 87-2688
Guidelines for Assessment and Abatement of Asbestos-Containing Material in Buildings, May 1983
10. U.S. Department of Commerce
National Bureau of Standards
National Engineering Lab
Center for Building Technology
11. U.S. Navy - NAVFAC
12. Veterans Administration
13. Section 01569 Asbestos Abatement Specification
14. U.S Postal Service

1.4 EPA GUIDANCE DOCUMENTS:

- A. EPA Guidance Documents discuss asbestos abatement work or hauling and disposal of asbestos waste materials are listed below for the Contractor's information only. These documents do not describe the work and are not a part of the work of this contract.

- B. Asbestos-Containing Materials in School Buildings - A Guidance Document. Part 1 & 2. (Orange Books) EPA C00090 (out of print)
- C. Guidance for Controlling Asbestos-Containing Materials in Buildings (purple Book) EPA 560/5-85-024
- D. Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763)
- E. Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule. EPA 560/5-84-005.
- F. Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials. EPA 560/5-84-006.
- G. Asbestos in Buildings: Guidance for Service and Maintenance Personnel. EPA 560/5-85-018.
- H. Asbestos Waste Management Guidance. EPA 530-SW-85-007.
- I. Asbestos Fact Book. EPA Office of Public Affairs. Asbestos in Buildings. Simplified Sampling Scheme for Friable Surfacing Materials.
- J. Commercial Laboratories with Polarized Light Microscopy Capabilities for Bulk Asbestos Identification.
- K. A Guide to Respiratory Protection for the Asbestos Abatement Industry. EPA-560-OPTS-86-001.

1.5 NOTICES:

- A. Send written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAPS contact at least 10 working days prior to beginning any work on asbestos-containing materials. Send notification to the following address if applicable:
 - 1. Asbestos NESHAPS Contact
Air & Waste Management Division
USEPA
11201 Renner Blvd.
Lenexa, KS 66219
 - 2. Notification: Include the following information in the notification sent to the NESHAPS contact:
 - 3. Name and address of Owner or operator.

4. Description of the facility being demolished or renovated, including the size, age, and prior use of the facility.
5. Estimate of the approximate amount of friable asbestos material present in the facility in terms of linear feet of pipe, and surface area on other facility components. For facilities in which the amount of friable asbestos materials less than 260 linear feet on pipes and less than 160 square feet on other facility components, explain techniques of estimation.
6. Location of the facility being demolished or renovated.
7. Scheduled starting and completion dates of demolition or renovation.
8. Nature of planned demolition or renovation and method(s) to be used.
9. Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61 Subpart M).
10. Name and location of the waste disposal site where the friable asbestos waste material will be deposited.
11. For facilities being demolished under an order of a state or local governmental agency, issued because the facility is structurally unsound and in danger of imminent collapse, the name, title, and authority of the State or local governmental representative who has ordered the demolition.

1.6 STATE AND LOCAL AGENCIES

- A. Send written notification as required by MDNR at least 10 business days prior to beginning any work on asbestos-containing materials. Send written notification to the following address:

1. Missouri Department of Natural Resources
Air Pollution Control Program (Asbestos)
P.O. Box 176
Jefferson City, Missouri 65102

Or by priority mail to:
Missouri Department of Natural Resources
APCP, Asbestos
1659 East Elm Street
Jefferson City, MO 65101

1.7 PERMITS

- A. Permit: All asbestos-containing waste is to be transported by an entity maintaining a current "Industrial waste hauler permit" specifically for asbestos-containing materials, as required for transporting of waste asbestos-containing materials to a disposal site.

1.8 LICENSES

- A. Licenses: Maintain current licenses as required by applicable state or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

1.9 POSTING AND FILING OF REGULATIONS

- A. Posting and Filing of Regulations: Post all notices required by applicable federal, state and local regulations. Maintain two (2) copies of applicable federal, state and local regulations and standard. Maintain one copy of each at job site. Keep on file in Contractor's office one copy of each.

1.10 SUBMITTALS

- A. Before Start of Work: Submit the following to the Owner for review. No work shall begin until these submittals are returned with Owner's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use.
 - 1. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work including:
 - 2. State and Local Regulations: Submit copies of codes and regulations applicable to the work.
 - 3. Permits: Submit copies of current valid permits required by state and local regulations.
 - 4. Licenses: Submit copies of all state and local licenses and permits necessary to carry out the work of this contract.

END OF SECTION 01095

SECTION 01300 – SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work. These submittals include but are not limited to:
 - 1. List of SubContractors
 - 2. Prevailing Wage Rates (if applicable)
 - 3. Construction Progress Schedule
 - 4. Asbestos Abatement Work Plan
 - 5. Safety Data Sheets
 - 6. Insurance Certificates
 - 7. Applications for Payment
 - 8. Final Receipt of Payment and Release Forms
 - 9. Certification of Substantial Completion
 - 10. Notification, Permits
 - 11. Worker & Company Asbestos Certificates
 - 12. Asbestos Medical Exams & Fit Tests
 - 13. Demolition Notifications & Permits
 - 14. Final Report including Daily Activity Reports, OSHA Air Monitoring, Certificates and Licensing, Containment Logs, Notifications, and Waste Manifests.

1.3 SUBMITTAL PROCEDURES

The procedures shall comply with the General and Supplementary Conditions and other applicable sections of the Contract Documents. The Contractor shall submit, with such promptness as to cause no delay in his work or in that of any other contractors, all required submittals indicated in this section and elsewhere in the Contract Documents. Coordinate preparation and processing

of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Designer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

PART 2 - PRODUCTS (Not Applicable)

END OF SECTION 01300

SECTION 01560 - WORKER PROTECTION

PART 1 GENERAL

1.1 DESCRIPTION OF WORK

- A. This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

1.2 RELATED SECTIONS

- A. Section 01095- Codes, Regulations, and Standards
- B. Section 01565 - Respiratory Protection
- C. Section 02071- Asbestos Abatement

1.3 WORKER TRAINING

- A. State and Local License: All workers are to be trained, certified and accredited as required by state or local code or regulation.

1.4 MEDICAL EXAMINATIONS

- A. Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8-hour Time Weighted Average. In the absence of specific airborne fiber data, provide medical examinations for all workers who will enter the Work Area for any reason. Examination shall as a minimum meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress on the worker.

1.5 SUBMITTALS

- A. Before Start of Work: Submit the following to the Consultant for review. Work will not start until these submittals are returned with Consultant's action indicating that the submittal is returned for unrestricted use.
- B. State and Local License: Submit evidence that all workers have been trained, certified and accredited as required by state or local code or regulation.

- C. Report from Medical Examination: Conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area. Submit, at a minimum, for each worker the following:
 - 1. Name and Social Security Number
 - 2. Physicians Written Opinion from examining physician including at a minimum the following:
 - 3. Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.
 - 4. Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.
 - 5. Statement that worker is able to wear and use the type of respiratory protection proposed for the project.
- D. Notarized Certifications: Submit certification signed by an officer of the abatement contracting firm and notarized that exposure measurements, medical surveillance, and worker training records are being kept in conformance with 29 CFR 1926.
- E. Safety Data Sheets (SDSs) for all products used during the asbestos abatement.

PART 2 EQUIPMENT

2.1 PROTECTIVE CLOTHING

- A. Coveralls: Provide disposable full-body coveralls and disposable head covers, and require that they be worn by all workers in the Work Area. Provide a sufficient number for all required changes, for all workers in the Work Area.
- B. Boots: Provide work boots with non-skid soles, and where required by OSHA, foot protection, for all workers. Provide boots at no cost to workers. Do not allow boots to be removed from the Work Area for any reason, after being contaminated with asbestos-containing material.

- C. Hard Hats: Provide head protection (hard hats) as required by OSHA for all workers. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the Work Area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from Work Area at the end of the work.
- D. Goggles: Provide eye protection (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury. Thoroughly clean, decontaminate and bag goggles before removing them from Work Area at the end of the work.
- E. Gloves: Provide work gloves to all workers and require that they be worn at all times in the Work Area. Do not remove gloves from Work Area. Dispose of as asbestos-contaminated waste at the end of the work.

PART 3 EXECUTION

3.1 GENERAL

- A. Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.
- B. Provide authorized visitors with suitable protective clothing, headgear, footwear, and gloves as described above whenever they are required to enter the regulated area.

3.2 WORKER PROTECTION - IN CLEAN AND EQUIPMENT ROOMS

All workers and authorized personnel, in order to enter the regulated area, shall:

- 1. Regulated Work Area:
 - a. Remove street clothing, unless it is to remain in the equipment room for eventual disposal.

- b. Don appropriate protective clothing (coveralls, gloves, boots, etc.) before entering regulated area.
 - c. Don the appropriate respiratory protection, following all training procedures and manufacturer's instructions. Hood shall be worn over respirator straps.
- 2. All workers and authorized personnel, in order to exit the regulated work area, shall:
 - a. Remove gross (visible) contamination from themselves and their equipment.
 - b. No smoking, eating, or drinking shall be allowed inside decontamination enclosure systems.
- 3. Decontamination Area:
 - a. Remove gross (visible) contamination from themselves and their equipment. Personal protective equipment must be cleaned with a HEPA vacuum before being removed.
 - b. All equipment and surfaces of containers filled with asbestos-containing material must be cleaned using HEPA vacuum and wet methods prior to removing them from the regulated area.
- 4. Within Work Area:
 - a. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. To eat, chew, drink or smoke, workers shall follow the procedure described above, and then dress in street clothes before entering the non-Work Areas of the building.

END OF SECTION 01560

SECTION 01565 - RESPIRATORY PROTECTION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Instruct and train each worker involved in asbestos abatement or maintenance and repair of asbestos-containing materials in proper respiratory use. Require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation that may cause airborne asbestos fibers until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered in the workplace or as required for other toxic or oxygen-deficient situations encountered.

1.2 STANDARDS

- A. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards meet the more stringent requirement.
 - 1. OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001 and Section 1910.134. 29 CFR 1926.1101.
 - 2. CGA - Compressed Gas Association, Inc., New York, Pamphlet G-7, "Compressed Air for Human Respiration", and Specification G-7.1 "Commodity Specification for Air".
 - 3. ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1992.
 - 4. NIOSH - National Institute for Occupational Safety & Health
 - 5. MSHA - Mine Safety and Health Administration

1.3 SUBMITTALS

- A. Before Start of Work submit the following to the Owner or their representative for review. Do not begin work until these submittals are returned with the Owner's action indicating that the submittal is returned for unrestricted use.
- B. Respirator Fit Test Records for all Supervisors and Workers.

- C. The Contractor is solely responsible for enforcing personnel protection requirements and these specifications provide only a minimum acceptable standard for each phase of operation.
- D. Respiratory Protection Program: Submit Contractor's written respiratory protection program manual as required by OSHA 1926.1101.

PART 2 - EQUIPMENT

2.1 RESPIRATOR REQUIREMENTS

- A. Provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA.
- B. AIR PURIFYING RESPIRATORS: Negative pressure - half or full-face mask: Supply a sufficient quantity of respirator filters approved for asbestos, so that workers can change filters as needed throughout the work day. Respirators shall be wet-rinsed, and filters discarded, each time a worker leaves the Work Area. New filters shall be installed each time a worker re-enters the Work Area. Store respirators and filters at the job site in the changing room and protect from exposure to asbestos prior to their use.
- C. POWERED AIR PURIFYING RESPIRATORS - half or full-face mask: Supply a sufficient quantity of high efficiency respirator filters approved for asbestos so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. HEPA elements in filter cartridges shall be protected from wetting during showering. Exterior housing of respirator, including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords, shall be washed each time a worker leaves the Work Area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

2.2 RESPIRATORY PROTECTION FACTOR

Respirator Type	Protection Factor
Air purifying: Negative pressure respirator HEPA filter Half facepiece	10
Air purifying: Negative pressure respirator HEPA filter Full facepiece	10 (50 for quantitative fit test)
Powered Air Purifying (PAPR): Positive pressure respirator HEPA filter Full facepiece	1,000
Type C supplied air: Positive pressure respirator Pressure demand Full facepiece	1,000

PART 3 - EXECUTION

3.1 GENERAL

- A. Respiratory Protection Program: Comply with ANSI Z88.2 - 1992 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.
 1. Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.
 2. A respirator shall be worn by anyone in a regulated area at all times, regardless of activity, during a period that starts with any operation which could cause airborne fibers until the area has been cleared for re-occupancy in accordance with Section 02051.
 3. Should any condition, for any reason, be encountered where the personal exposure level, after application of the appropriate protection factor of the respiratory equipment in use, exceeds 0.1 f/cc, then the Contractor must substitute respiratory equipment with protection factors which reduce worker exposure levels below 0.1 f/cc. Should any such condition come to the Owner's attention, the right is reserved to require the use of respiratory equipment with higher protection factors for any or all phases of the work.

4. Regardless of Airborne Fiber Levels: Require that the minimum level of respiratory protection used be half-face air-purifying respirators with high efficiency filters.
5. Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose. Provide authorized visitors with respirators containing fresh cartridges that meet or exceed the protection requirements for the regulated area, whenever they are required to enter the regulated area, to a maximum of four per day. All persons shall be medically qualified to wear a respirator and fit tested for the specific respirator being worn.
6. Respiratory equipment shall be cleaned, repaired, and sanitized after each use.

3.2 FIT TESTING

- A. Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which training and fit testing has been provided. Workers shall have a medical examination to determine the individual's capability to wear a respirator.
- B. Upon Each Wearing: Require that each time an air-purifying respirator is put on it be checked for fit with a positive and negative pressure fit check in accordance with the manufacturer's instructions or ANSI Z88.2 (1992).

3.3 TYPE OF RESPIRATORY PROTECTION REQUIRED

- A. Provide Respiratory Protection through determining the proper level of protection by dividing the expected or actual airborne fiber count in the Regulated Area by the "protection factors" given below. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below the permissible exposure limit (PEL), as defined below, is the minimum level of protection allowed.

3.4 PERMISSIBLE EXPOSURE LIMIT (PEL)

- A. 8-Hour Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed 0.1 fibers/cubic centimeter.
- B. 30-Minute Excursion Limit of asbestos fibers to which any worker may be exposed shall not exceed 1.0 fiber /cubic centimeter.
- C. Fibers: For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the NIOSH 7400 procedure.

END OF SECTION 01565

Division 2 – Site Work

SECTION 02071

ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 SCOPE

This section covers the removal of asbestos-containing materials as identified in Section 01010 - Summary of Work. Compliance with all applicable Federal, State, and local regulations and the use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of the Contractor.

1.2 DESCRIPTION

Furnish all labor, materials, services, insurance, and equipment in accordance with the most stringent requirements of EPA and OSHA and all other applicable regulatory agencies, to complete the removal of asbestos-containing materials as described in the Summary of Work.

1.3 SUBMITTAL REQUIREMENTS

Reference: Section 01300.

1.4 TERMINOLOGY (Definitions)

- A. ABATEMENT: Procedure to control fiber release from asbestos containing building materials.
- B. AIR MONITORING: The process of measuring the fiber content of specific volume of air in a stated period of time. For this project, NIOSH Analytical Method 7400 "A" Counting Rules shall be used. When "aggressive" air sampling is specified, blowers/fans are used to disperse any remaining settled fibers into the air during final clearance sampling.
- C. AMENDED WATER: Water to which a wetting agent or surfactant has been added to reduce water surface tension and thereby provide a more rapid saturation.
- D. AUTHORIZED VISITOR: The Owner Project Representative, his designee, or a representative of any regulatory or other agency having jurisdiction over the project.
- E. BUILDING OWNER: Truman State University, or an authorized representative.

- F. DECONTAMINATION AREA: An area adjacent to work area, for the decontamination of workers and/or materials and equipment, constructed or moved onto site.
- G. FIXED OBJECT: A unit of equipment or furniture inside the work area that cannot be removed from the work area without dismantling.
- H. HEPA FILTER: A high efficiency particulate air (HEPA) filter capable of collecting and retaining 99.97% of monodispersed particles greater than or equal to 0.3 microns in diameter.
- I. HEPA VACUUM EQUIPMENT: High efficiency particulate air filtered vacuuming equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining monodispersed particles greater than or equal to 0.3 microns in diameter.
- J. NEGATIVE AIR PRESSURE EQUIPMENT: A local exhaust system, capable of maintaining a constant, low velocity air flow through the Decontamination Unit and into the Work Area from adjacent uncontaminated areas and exhausting that air outside the building through HEPA filters.
- K. NIOSH: National Institute for Occupational Safety and Health.
- L. ON-SITE REPRESENTATIVES: The Owner's full-time representative, responsible for air monitoring and enforcement of the specifications and the contractor's representative, responsible for full-time duties outside the containment.
- M. POST REMOVAL ENCAPSULATION: A liquid material which can be applied to surfaces from which asbestos containing materials have been removed to control the possible release of residual asbestos fibers, either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components (penetrating encapsulant).
- N. SURFACTANT: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.
- O. WET CLEANING/WIPING: The process of eliminating contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as asbestos-contaminated waste.

PART 2 EQUIPMENT AND MATERIALS

2.1 PERSONNEL PROTECTION REQUIREMENTS

- A. Prior to commencement of work, the workers shall be instructed and shall be knowledgeable on the hazards of asbestos exposure, use and fitting of respirators, protective clothing, decontamination procedures, and all aspects of

asbestos work procedures. Workers shall have medical examinations.

- B. The Contractor is solely responsible for enforcing personnel protection requirements. These specifications provide only a minimum acceptable standard for each phase of operation.
- C. Provide workers with personally issued and marked respiratory equipment approved by NIOSH and accepted by OSHA.
- D. WHERE NOT IN VIOLATION OF NIOSH AND OSHA REQUIREMENTS, THE CONTRACTOR SHALL PROVIDE, AS A MINIMUM, THE FOLLOWING RESPIRATOR PROTECTION FOR EACH PHASE OF OPERATION:
 - 1. Pre-cleaning/Wet Wiping of Area: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
 - 2. Plastic Installation: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
 - 3. Asbestos Removal and Cleanup: NIOSH powered air-purifying respirator (PAPR), Full-face equipped with HEPA cartridges.
 - 4. Asbestos Removal for Glove Bag, Flooring, Roofing Materials, and Debris Cleanup: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
 - 5. Plastic Removal: NIOSH half-face dual cartridge respirators equipped with HEPA filters.
 - 6. Loading Waste Material on Truck (outside work area): NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
 - 7. Unloading Bags at Landfill: NIOSH half-face dual cartridge respirators equipped with HEPA cartridges.
- E. The above schedule is minimum respiratory protection acceptable. Should any condition, for any reason, be encountered where the exposure level, after application of the appropriate protection factor of the respiratory equipment in use, exceeds the Permissible Exposure Limit (PEL) of 0.1 f/cc, then the Contractor must substitute respiratory equipment with protection factors which reduce worker exposure levels below 0.1 f/cc. Should any such condition come to the Owner's Representative attention, the right is reserved to require the use of respiratory equipment with higher protection factors for any or all phases of the work.

- F. Provide workers with sufficient sets of disposable protective full-body clothing. Such clothing shall consist of full-body coveralls, footwear, and headgear as manufactured by Kimberly Clark "Kleenguard", one-piece coveralls or equivalent.
- G. Provide eye protection and hard hats as required by applicable safety regulations. Reusable type protective clothing and footwear intended for reuse shall be left in the Equipment Room until the end of the asbestos abatement work at which time such items shall be disposed of as contaminated waste.
- H. Provide authorized visitors with suitable protective clothing, headgear, footwear, and gloves as described above whenever they are required to enter the work area.

2.2 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.
 - 1. Store all materials subject to damage off the ground, away from wet or damp surfaces, and under cover sufficient to prevent damage or contamination.
 - 2. Damaged or deteriorating materials shall not be used and shall be removed from the premises. Material that becomes contaminated with asbestos shall be disposed of in accordance with applicable regulations.
- B. TAPE: Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheets to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water, duct tape, poly prep tapes or approved equal.
- C. ADHESIVES: Capable of sealing joints of adjacent sheets of polyethylene and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions, including use of amended water.
- D. CAULKS: As specified or approved.
- E. SURFACTANT: Use "Penewet" by Fiberlock Technologies, Andover, Maryland, or approved equal. Prior to bidding, the Contractor shall be responsible for verifying that this surfactant is compatible with the materials to be removed and their substrates. If found to be incompatible, the Contractor shall supply suitable wetting agents at no extra cost to the Owner.
- F. IMPERMEABLE CONTAINERS: Suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The

containers shall be labeled in accordance with OSHA Regulation 29 CFR 1926.1101 and NESHAP's. Containers must be both air and watertight and must be resistant to damage and rupture. The containers shall be a pair of 6-mil polyethylene bags. Oversized or irregularly shaped waste material shall be wrapped in two layers of polyethylene sheeting, taped and labeled.

- G. WARNING LABELS AND SIGNS: As required by OSHA regulation 29 CFR 1926.1101 and NESHAP Title 40 Part 61.
- H. GLOVE BAGS: "Avail" by Grayling Industries, or approved equal.
- I. OTHER MATERIALS: Provide all other materials, such as, but not limited to lumber, plywood, nails, and hardware, which may be required to properly prepare and complete the project.

2.3 TOOLS AND EQUIPMENT

- A. Provide suitable tools for asbestos removal.
 - 1. Water Sprayer: Airless or a low-pressure sprayer for amended water application as applicable.
 - 2. Air-Purifying Equipment: High Efficiency Particulate Air Filtration Systems (HEPA) shall comply with ANSI Z9.2-79. No air movement system or air equipment should discharge asbestos fibers outside the work area. Thus, the negative air unit shall be equipped with a three filter bank with the last being the HEPA filter capable of removing 99.97% of monodispersed particles greater than or equal to 0.3 microns in diameter or larger.
 - 3. Paint/Encapsulant Sprayer: Airless.
 - 4. Scaffolding or Lifts: As required to accomplish the specified work and meet all applicable safety regulations.
 - 5. Vacuums: Use HEPA type such as Nilfisk GD930, or approved equal.
 - 6. Other tools and equipment as necessary.

PART 3 EXECUTION OF ABATEMENT

3.1 POSTING OF THE PROJECT

Post caution signs in and around the work area to comply with OSHA regulation 29 CFR 1926.1101 and in compliance with all other Federal, State, and Local requirements.

3.2 WORK AREA PREPARATION

- A. The Contractor, in coordination with the Owner, shall shut down electric power to work areas.
- B. The Contractor, in coordination with the Owner, shall shut down or isolate heating, cooling, and ventilating air systems to the work areas.
- C. Remove all removable items and equipment from the work areas prior to the beginning of work by the contractor.

3.3 WORK AREAS - WORK BY CONTRACTOR

The contractor shall provide a health and safety plan for approval prior to start of work detailing work practices, health and safety procedures, safety data sheets, decontamination procedures, respiratory protection, worker protection systems including fall protection, life safety systems, equipment (Lifts, etc) to be utilized and personnel training to operate such equipment.

Glovebag Method

From the Basement Laundry Room of the West Campus Annex remove the following asbestos-containing materials using Glovebag Method:

Remove approximately 6 linear feet of asbestos-containing pipe insulation. The contractor is responsible for any selective demolition that is required to abate all asbestos.

- A. Demarcate a regulated area in a manner that restricts the number of persons that are allowed into the area and restricts outside persons from exposure to airborne asbestos fibers.
- B. A licensed asbestos contractor and asbestos supervisor shall be present during all glovebag activities. The asbestos supervisor shall have necessary equipment including HEPA filtered vacuums on-site during all glovebag activities.

"Danger Asbestos. Cancer and Lung Disease Hazard. Authorized Personnel Only." Respirators and Protective Clothing are required in this area.

- C. Access to the regulated area shall be limited authorized persons.
- D. Employees within the regulated area shall not eat, drink, smoke, chew/dip tobacco or gum, or apply cosmetics in the regulated area.
- E. A minimum of two persons shall perform the glovebag - one in possession of a state asbestos supervisor's license and one in possession of a minimum state asbestos workers license.

- F. The contractor shall be responsible for conducting asbestos exposure air monitoring in compliance with OSHA 29 CFR 1910.1001 throughout the asbestos abatement project.
- G. All persons entering a regulated area shall wear appropriate respiratory protection consisting of a minimum half face respirator equipped with HEPA filters, disposable coveralls, safety glasses, steel toe boots and hard hats.
- H. Pre-clean the general area using HEPA vacuum and wet methods.
- I. Glovebags shall be made of 6-mil thick plastic and shall be seamless at the bottom.
- J. All glovebag operations shall be conducted in compliance with OSHA 29 CFR 1910.1001.
- K. Each glovebag shall be installed so that it covers the circumference of the pipe. Tape to seal the glovebag to the area from which the asbestos is to be removed.
- L. Glovebags shall be smoke tested for leaks and any leaks sealed prior to removal.
- M. Glovebags may only be used once and may not be moved.
- N. Glovebags shall not be used on surfaces whose temperature exceeds 150 degrees F.
- O. Handtools, amended water agents, encapsulants, utility knives and scrub brushes shall be placed inside the glovebag prior to disturbance of any asbestos material.
- P. Once the asbestos material has been thoroughly wetted, it can be removed from the substrate of surface. The asbestos material needs to be kept wet at all times to prevent fiber release. Once the asbestos material has been removed, the surface must be thoroughly cleaned with a wire brush and wet wiped until no traces of asbestos are present. A visual inspection shall be conducted prior to glovebag removal and encapsulation. These surfaces must then be encapsulated using a bridging encapsulant to prevent fiber release once the glovebag has been removed.
- Q. When the asbestos removal and encapsulation have been completed, the glovebag shall be collapsed by removing air within the glovebag using a HEPA vacuum. Once the air has been removed, the glovebag shall be squeezed tightly (as close to the top as possible), twisted, and sealed with tape to keep the asbestos material at the bottom of the bag. The HEPA vacuum can then be removed from the bag and glovebag itself removed from the work area.
- R. The owner's representative will perform a visual inspection of the work area. The owner's representative will conduct "in-progress" clearance air sampling

using phase contrast microscopy. The clearance criteria shall be less than 0.01 fibers/cubic centimeter. If the area fails clearance air sampling, the contractor shall re-clean the area and pay the owner's representative professional time and analytical cost of re-sampling.

- S. All asbestos materials shall be placed into two 6-mil asbestos labeled bags with proper asbestos labels.
- T. Glovebags shall then be properly packaged, labeled, transported and manifested to a landfill as asbestos waste.
- U. All ACM removed from the work area shall be properly bagged, labeled, and disposed as asbestos waste in an approved landfill. The asbestos contractor shall provide all required waste manifests to the Owner within one week.

Outdoor Asbestos Abatement Activities

From Rooms 201 and the Kitchen on the 1st floor of the West Campus Annex remove the following asbestos-containing materials using the Outdoor Asbestos Abatement Activities:

Remove approximately 24 square feet of asbestos-containing thermal paper product. The contractor is responsible for any selective demolition that is required to abate all asbestos.

From the Exterior Roof of the West Campus Annex remove the following asbestos-containing materials using Outdoor Asbestos Abatement Activities:

Remove approximately 2,800 square feet of asbestos-containing cementitious tile. The contractor is responsible for any selective demolition that is required to abate all asbestos.

- A. The Contractor shall meet the requirements Federal, State and Local regulations.
- B. The asbestos abatement area shall demarcate the work area with asbestos barrier tape. Do not block access to any emergency exits and post the OSHA Regulated Area Sign:

"Danger Asbestos. Cancer and Lung Disease Hazard. Authorized Personnel Only." Respirators and Protective Clothing are required in this area.

- C. Properly certified workers shall wear assigned, NIOSH-approved respirators.
- D. Workers shall wear double disposal suits and level C personnel protective equipment.
- E. The asbestos cementitious tile shall not be rendered into a friable state at any

time during the abatement process (no sanding, grinding, abrading or mechanical means).

- F. Asbestos cementitious tile shall be removed by manual removal methods and sprayed with amended water. A drop cloth shall be placed under the work area extending out a minimum 15 feet while the cementitious tile is removed. Cementitious tile and poly drop cloths will be placed in properly labeled disposal containers. (I.e. labeled bags, double wrapped or fiber drums).
- G. If wind speeds exceed 10 mph the contractor shall cease work operations.
- H. All cementitious tile must be lowered to the ground from the height of the roof by means of a lift or other suitable methods. No visible emissions shall be generated during any work activities.
- I. A visual inspection of the work area shall be conducted to assure all of the cementitious tile has been removed.
- J. Wet wipe and HEPA vacuum all surrounding areas to remove trace fibers.
- K. Apply an encapsulate to all removal areas for trace fiber fixation.
- L. PE shall collect in-progress clearance air sampling meeting the clearance criteria of less than 0.01 fibers/cubic centimeter.
- M. All asbestos containing materials removed from the work area shall be properly bagged, labeled, and disposed as asbestos waste in an approved landfill. The Contractor shall provide all required manifests and receipt.

3.4 COMMUNICATIONS

- A. Provide an electronic communications system suitable for inside or outside, and inter-room communications, in order to monitor all activities within the work area and to readily transfer messages from one location to another.

3.5 FIRE EXITS

- A. Designate and maintain emergency and fire exits from the work area in accordance with local codes and regulation. All exits shall be clearly marked with fluorescent tape or red enamel and shall be clearly visible from any part of the work area.

3.6 SECURITY

- A. Make all necessary provisions for building security (for the duration of each project) for areas designated for this project.

3.7 DISPOSAL OF ASBESTOS-CONTAINING MATERIAL AND ASBESTOS CONTAMINATED WASTE (SOLID AND/OR LIQUID)

- A. Ensure that all containers are sealed properly before removing for transport and disposal. The color of the disposable clothing worn outside the work area shall be a different color than the disposable clothing worn inside the work area. Drums will be required if Contractor uses sealed bins or enclosed trucks to store and transport double-bagged waste.
- B. Vehicles used for transporting asbestos-containing materials to disposal sites shall have a completely enclosed, lockable storage compartment. Storage compartments shall be plasticized and sealed with a minimum of one (1) layer of 6-mil polyethylene on the sides and top and two (2) layers of 6-mil polyethylene on the floor. Rented vehicles shall receive clearance inspection prior to being returned to the rental company. All plastic sheeting, tape, cleaning material, including mops and sponges, clothing, filters, and all other contaminated disposable materials shall be packaged, labeled, and disposed of as asbestos-containing waste.
- C. Dispose of materials at an authorized disposal site in accordance with the requirements of federal, state, and local disposal authorities.
- D. Workers unloading waste material at the disposal site shall be dressed in full-body protective clothing and dual cartridge respirators.

3.8 GROSS CLEANUP

- A. Remove all visible accumulations of asbestos containing materials and debris by HEPA vacuums, sponging, etc. Wet clean up surfaces within the work area.
- B. The entire work area shall be totally, visibly clean. The Contractor shall notify the on-site representative of the time the work area will be subject for visual inspection.

3.9 TEST FOR FINAL CLEARANCES

- A. After all surfaces are wet wiped upon completion of asbestos removal and all areas within the work area are visually clean and encapsulated, negative air filtration will continue. If sampling yields air concentrations that are allowed by AHERA or this specification the removal shall be considered complete.

END OF SECTION 02071

SECTION 02074 - TESTING**PART 1 - GENERAL****1.1 TESTING/AIR MONITORING**

- A. Throughout the entire abatement operation, a third-party Consultant hired by the owner shall conduct air monitoring and site observation. The Consultant is to be independent from the Contractor so that no conflict of interest may arise. The Consultant is to verify whether the Contractor is complying with EPA and OSHA regulations and any applicable state and local government regulations as well as Division 2 Section 02071. If the Consultant discovers otherwise, the Consultant will notify the owner immediately.
- B. The Consultant will work closely with the Contractor and the Owner to coordinate on site activities, schedules, air monitoring, clearance testing, and removal of containment enclosures. The Consultant shall assure timely clearance testing so as not to delay the project.
- C. The Contractor shall be responsible for providing personal monitoring of his employees as per 29 CFR 1926.1101.
- D. Monitoring Prior to Actual Removal: When feasible the Consultant will conduct background area air monitoring using phase-contrast microscopy (PCM) and analyzed per NIOSH Method 7400 "A" Counting Rules. The reference baseline ambient fiber concentrations should be established one day prior to the masking and sealing operations for each removal site. A minimum of five background air samples will be collected.
- E. Monitoring During Asbestos Removal: Consultant will conduct area air monitoring during abatement operations. Locations and quantities of air samples will at minimum include all points of egress from the regulated area. Other locations will be determined by the owner and their representative. If monitoring outside the asbestos control area shows airborne concentrations exceeding the background baseline reference, or 0.01 f/cc by PCM, the Consultant will notify the Contractor and Owner immediately of such results. The Contractor shall stop all work and correct the condition(s) causing the elevated concentrations.
- F. Visual Inspection After Final Cleanup: Consultant will conduct a visual inspection in accordance with EPA AHERA 40 CFR Part 763.90. If any part of the regulated area fails the visual inspection, the abatement contractor must reclean the failed areas (wet methods and HEPA vacuum) and consultant must reconduct the visual inspection until failed areas pass.

- G. Monitoring After Final Cleanup: Consultant will provide PCM clearance air monitoring in accordance with 40 CFR Part 763 after final cleanup, but before removal of the enclosure of the asbestos control area. Consultant will interpret results and notify contractor of clearance results. The Contractor shall reimburse the Owner for any final air monitoring which does not meet the levels specified by EPA AHERA and this specification. The Consultant will separate their costs for the re-testing from their already agreed upon services. The owner will deduct, by contract change, the cost of the Consultant's re-testing activities including any lab fees, travel and re- inspection and/or air monitoring fees from the contractor's contract amount.
- H. Clearance Levels: The PCM or TEM air clearance levels must be in accordance with EPA AHERA 40 CFR Part 763.90 (i). If these criteria are not met, the Contractor must reclean the failed areas until clearance levels are achieved.
- I. Monitoring Results: All PCM sample results will be available within 24 hours after collection. Consultant will notify the Contractor and the Owner of clearance results immediately upon receipt of clearance air sampling.

END OF SECTION - 02074

Attachments

REPORT OF FINDINGS

PRE-DEMOLITION ASBESTOS INSPECTION

**West Campus Annex
(Former Child Development Center)
Kirksville, Missouri**

May 15, 2023

Prepared for:

Ms. Lori Shook, AUID
Campus Planning
Truman State University
100 E. Normal, MC100
Kirksville, Missouri 63501

Prepared by:



Professional Environmental Engineers, Inc.

2665 Scott Avenue
St. Louis, Missouri 63103
Office: (314) 531-0060
Fax: (314) 531-0068

PE Project # 361.01.003

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	SITE DESCRIPTION.....	1
1.2	REGULATORY SUMMARY	1
1.2.1	Asbestos Containing Materials Regulations.....	1
1.2.2	Household Hazardous Wastes Regulations.....	3
1.3	SCOPE OF WORK.....	3
2.0	SUMMARY OF RESULTS	4
2.1	ASBESTOS CONTAINING MATERIALS.....	4
2.2	HOUSEHOLD HAZARDOUS WASTES	5
3.0	SUMMARY AND RECOMMENDATIONS	6
3.1	ASBESTOS CONTAINING MATERIALS.....	6
3.2	HOUSEHOLD HAZARDOUS WASTES	6
4.0	REFERENCES.....	7
5.0	SIGNATURE AND QUALIFICATIONS	8

TABLES

TABLE 1	Analytical Results Summary – Suspect Asbestos Containing Materials
TABLE 2	Summary of Household Hazardous Wastes
TABLE 3	Summary of Asbestos Containing Materials
TABLE 4	Summary of Identified Household Hazardous Wastes

APPENDICES

APPENDIX A	Asbestos Inspector’s Certification
APPENDIX B	Laboratory Accreditation
APPENDIX C	Laboratory Bulk Sampling Analytical Report

ACRONYMS AND ABBREVIATIONS

ACM	Asbestos-Containing Material
CFR	Code of Federal Regulations
MDNR	Missouri Department of Natural Resources
NESHAP	National Emissions Standard for Hazardous Air Pollutants
NVLAP	National Voluntary Laboratory Accreditation Program
OSHA	Occupational Safety and Health Administration
PACM	Presumed Asbestos-Containing Material
PE	Professional Environmental Engineers, Inc.
PLM	Polarized Light Microscopy
TSI	Thermal System Insulation
USEPA	United States Environmental Protection Agency
HHW	Household Hazardous Waste
RCRA	Resource Conservation and Recovery Act

1.0 INTRODUCTION

Professional Environmental Engineers, Inc. (PE) was contracted by Truman State University to perform a pre-demolition asbestos-containing material (ACM) inspection at the West Campus Annex (Former Childhood Development Center) located on the Truman State University Campus in Kirksville, Missouri. Mr. James Braidon, licensed asbestos inspector in the State of Missouri, conducted the inspection on April 18 and 19, 2023. Mr. Braidon's Missouri asbestos inspector certification is included in **Appendix A**.

1.1 SITE DESCRIPTION

The property was originally a two-story residence with an attic and basement, masonry brick construction cementitious shingled roof with forced air heating and cooling. It has subsequently been used as a Childhood Development Center and office space for Truman State University.

1.2 REGULATORY SUMMARY

1.2.1 Asbestos Containing Materials Regulations

Occupational exposure to asbestos is regulated by the Occupational Safety and Health Administration (OSHA) in all industries under 29 Code of Federal Regulations (CFR) 1910.1001 and construction work under 29 CFR 1926.1101. To establish applicability of these regulations, the presence of asbestos must be determined by analytical testing or for some materials presumed to contain asbestos based on pre-1981 installation date. Additionally, regulations covering asbestos have also been established by the United States Environmental Protection Agency (USEPA) and City of St. Louis Department of Health (CSLDOH) as well as local governing bodies. For a material to be considered ACM, it must contain more than one percent asbestos. Facilities with ACM or Presumed Asbestos-Containing Material (PACM) may be required to comply with the following regulations:

- 29 CFR 1926.1101, OSHA Construction Standard
- 40 CFR Part 61, Subpart M, National Emission Standard for Asbestos
- City of St. Louis Ordinance 71146 (regulation and control of air pollution within the City of St. Louis)

Asbestos exposure in the following situations is regulated by the OSHA Construction Standard 29 CFR 1926.1101:

- 1) *Demolition or salvage of structures where asbestos is present.*
- 2) *Removal or encapsulation of materials containing asbestos.*

- 3) *Construction, alteration, repair, maintenance, or renovation of structures, substrates, or portions thereof, that contain asbestos.*
- 4) *Installation of products containing asbestos.*
- 5) *Asbestos spill/emergency cleanup; and*
- 6) *Transportation, disposal, storage, containment of and housekeeping activities involving asbestos or products containing asbestos, on the site or location at which construction activities are performed.*
- 7) *Coverage under this standard shall be based on the nature of the work operation involving asbestos exposure.*

Examples of suspect thermal system insulation (TSI) materials include pipe insulation. Suspect surfacing materials include items applied to walls, ceilings, and structural beams such as sprayed-on fireproofing. Suspect miscellaneous materials include ceiling and floor tile, transite wallboard, and roofing material.

1.2.2 Household Hazardous Wastes Regulations

The USEPA defines a hazardous waste within the Resource Conservation and Recovery Act (40 CFR Part 260). In addition, a universal waste is defined within RCRA (40 CFR Part 273).

- 40 CFR Part 260, Hazardous Waste Characterization
- 40 CFR Part 273, Universal Waste Characterization
- State of Missouri Code of Regulations (CSR) Title 10, Division 25, Hazardous Waste Management

1.3 SCOPE OF WORK

PE performed a pre-demolition ACM and HHW inspection to determine if any ACM or HHW was present in the building which could be impacted or disrupted during future demolition activities. The scope of work for the project is presented below.

1. Conduct a suspect ACM inspection of the building and property in accordance with standard National Emissions Standard for Hazardous Air Pollutants Protocols for building demolition activities or applicable state or local regulations.
2. Conduct HHW inspection and provide list of items present in and around the building.
3. Perform a condition assessment and quantify all suspect ACMs per homogeneous

materials.

4. Collect suspect ACM samples and have analyzed by polarized light microscopy (PLM) in accordance with the USEPA Method 600/R-93/116.
5. Utilize a licensed Asbestos Inspector to conduct all site activities in compliance with applicable regulations.
6. Provide a comprehensive report of findings detailing the suspect ACMs identified.

All areas of the building were accessible, and all suspected ACMs identified during the inspection were sampled. PE made every effort to identify the presence of all suspect ACMs located on or within each building on the property; however, the possibility remains that there is a potential for suspect ACMs to be identified during the demolition process from wall cavities, pipe chases, potential crawl spaces, etc. These suspect ACMs that may be discovered during demolition activities should be sampled by a state licensed asbestos inspector and sampled accordingly to verify asbestos content.

2.0 SUMMARY OF RESULTS

2.1 ASBESTOS CONTAINING MATERIALS

PE sampled suspect asbestos containing materials in the structure (twenty-four) homogeneous materials). The inspection and sampling were conducted on April 18 and 19, 2023.

The bulk samples from the structure were analyzed by EMSL Labs, 100 Green Park Industrial Court, St. Louis, MO using polarized light microscopy in accordance with the USEPA Method 600/R-93/116. EMSL is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for bulk sample analysis and a copy of their NVLAP accreditation is included in **Appendix B**. A copy of the sampling analytical report and chain of custody is included in **Appendix C**. A summary of the analytical results is presented in **Table 1**.

Table 1
Analytical Results Summary – Suspect Asbestos Containing Materials

Sample Number	Location (Rooms)	Material Description	Quantity	PLM % Asbestos by Weight
West Campus Annex (Former Childhood Development Center)				
01-B-A	Room 102	Concrete Floor/Gray Smooth	-----	None Detected
01-B-B	SW Room			None Detected
01-B-C	Laundry Room			None Detected
02-B-A	Fuel Room	Interior Brick/Motor	-----	None Detected
02-B-B	Chemical Closet			None Detected
02-B-C	Loft			None Detected
03-B-A	Furnace Room	Drywall/Joint Compound	-----	None Detected
03-B-B	SE Room			None Detected
03-B-C	SE Room			None Detected
04-B-A	SE Room	12" x 12" White/Gray Floor Tile/Mastic	-----	None Detected
04-B-B	Room 202			None Detected
04-B-C	Room 302			None Detected
05-B-A	Furnace Room	Lightweight Pad	-----	None Detected
05-B-B	Furnace Room			None Detected
05-B-C	Furnace Room			None Detected
06-B-A	Furnace Room	Flue Grout	-----	None Detected
06-B-B	Furnace Room			None Detected
06-B-C	Furnace Room			None Detected
07-B-A	SE Room	Yellow Mastic Adhesive	-----	None Detected
07-B-B	SW Room			None Detected
07-B-C	3 rd Floor Bathroom			None Detected
08-B-A	SE Room	Yellow Baseboard Adhesive	-----	None Detected
08-B-B	Basement Hallway			None Detected
08-B-C	Basement Hallway			None Detected

09-B-A	Basement Bathroom	Gray Linoleum	-----	None Detected
09-B-B	Basement Bathroom			None Detected
09-B-C	Basement Bathroom			None Detected
10-B-A	Basement Stairwell	Plaster	-----	None Detected
10-B-B	Kitchen			None Detected
10-B-C	Room 204			None Detected
10-B-D	Room 203			None Detected
10-B-E	Room 300			None Detected
10-B-F	Room 302			None Detected
10-B-G	Room 303			None Detected
11-B-A	SW Room	Fireplace Mortar	-----	None Detected
11-B-B	SW Room			None Detected
11-B-C	Room 203			None Detected
12-B-A	Laundry Room	Pipe Insulation	6 LF	58 % Chrysotile
12-B-B	Laundry Room			First Stop Positive
12-B-C	Laundry Room			First Stop Positive
13-B-A	Room 202	Yellow Carpet Adhesive	-----	None Detected
13-B-B	Room 203			None Detected
13-B-C	Room 300			None Detected
14-B-A	Room 201	Thermal Paper Product	24 SF	59 % Chrysotile
14-B-B	Room 201			First Stop Positive
14-B-C	Kitchen			First Stop Positive
15-B-A	Kitchen	White/Tan Linoleum	-----	None Detected
15-B-B	1 st Floor Bathroom			None Detected
15-B-C	3 rd Floor Bathroom			None Detected
16-B-A	Kitchen	Sink Insulation	-----	None Detected
16-B-B	Kitchen			None Detected
16-B-C	Kitchen			None Detected
17-B-A	Loft	Blown-in Insulation	-----	None Detected
17-B-B	Loft			None Detected
17-B-C	Loft			None Detected
18-B-A	Loft	Rolled Insulation	-----	None Detected
18-B-B	Loft			None Detected
18-B-C	Loft			None Detected
19-B-A	Exterior Roof	Roof Cementitious Tile	2,800 SF	18 % Chrysotile
19-B-B	Exterior Roof			First Stop Positive
19-B-C	Exterior Roof			First Stop Positive

The Environmental Protection Agency and Missouri Department of Natural Resources classifies an asbestos material as containing greater than 1 % asbestos by content. Materials greater than 1 % asbestos by content are classified as ACM's. These ACM's are required to be abated prior to demolition in accordance with the Missouri Department of Natural Resources regulations to prepare the building for demolition. A licensed Missouri asbestos abatement contractor is required to perform the abatement activities in compliance with applicable laws and regulations.

2.2 HOUSEHOLD HAZARDOUS WASTES

An inventory of all HHW and universal wastes were inventoried throughout the structure in accordance with USEPA RCRA Regulations and the Missouri Department of Natural Resources - Hazardous Waste Regulations. A summary of the HHW Inventory is presented is follows:

Table 2
Summary of Household Hazardous Wastes

Item	Quantity
West Campus Annex (Former Childhood Development Center)	
Smoke Detectors	5
Mercury Thermostats	3
Air Conditioners/Refrigerants	3

3.0 SUMMARY AND RECOMMENDATIONS

3.1 ASBESTOS CONTAINING MATERIALS

The structure had fourteen homogeneous materials (total of 42 samples) submitted for laboratory analysis. Two homogenous materials from the structure was determined as being greater than 1% asbestos by content and is classified as ACM per USEPA and St. Louis County regulations. **Table 3** presents the ACMs identified in the building. The quantity noted below is estimated to reflect visual determinations of ACM and should not be used in bidding for the removal of the ACM.

Table 3
Summary of Asbestos Containing Materials

Location	Material	Estimated Quantity
West Campus Annex (Former Childhood Development Center)		
Laundry Room	Pipe Insulation	6 LF
Room 201 & Kitchen	Thermal Paper Product	24 SF
Exterior Roof	Roof Cementitious Tile	2,800 SF

If any ACM is to be impacted during demolition activities, it is required that the ACM be abated in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) for Asbestos 40 CFR Part 61 Control regulations prior renovation of the building space. A licensed Missouri asbestos abatement contractor is required to perform the abatement activities in compliance with applicable laws and regulations per the CSLDOH and federal NESHAP laws for demolition. The friable asbestos materials and non-friable materials that may be rendered friable during demolition shall be removed per St. Louis County regulations.

3.2 HOUSEHOLD HAZARDOUS WASTES

During any demolition activities, it is recommended that site-specific work plans be developed based upon the planned renovations to protect the health of renovation personnel and future occupants. Any HHW and or universal wastes that will be impacted must be removed and properly characterized and disposed of or recycled for reuse in accordance with USEPA RCRA Regulations and the Missouri Department of Natural Resources - Hazardous Waste Regulations. **Table 4** presents the HHW identified in the building.

Table 4
Summary of Identified Household Hazardous Wastes

Item	Quantity
West Campus Annex (Former Childhood Development Center)	
Smoke Detectors	5
Mercury Thermostats	3
Air Conditioners/Refrigerants	3

4.0 REFERENCES

OSHA General Industry Standard - 29 CFR 1910.1001

OSHA Construction Standard - 29 CFR 1926.1101

National Emission Standard for Asbestos - 40 CFR Part 61, Subpart M

USEPA 40 CFR – Resource Conservation and Recovery Act

The United States Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

State of Missouri Code of Regulations (CSR) Title 19, Division 30, Chapter 70 Lead Abatement and Assessment Licensing, Training Accreditation

State of Missouri Code of Regulations (CSR) Title 10, Division 25, Hazardous Waste Management

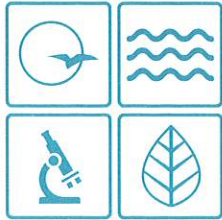
5.0 SIGNATURE AND QUALIFICATIONS

This asbestos inspection was conducted by James Braido. Mr. Braido has specific qualifications based on education, training, licensure, and experience to assess this building and property and conduct sampling of suspect ACMs. Mr. Braido has conducted the asbestos inspection in conformance with standard industry practices and in compliance with applicable federal, state and local regulations.

A handwritten signature in black ink, appearing to read 'Bill Pietroburgo', with a stylized flourish at the end.

Bill Pietroburgo
Project Manager

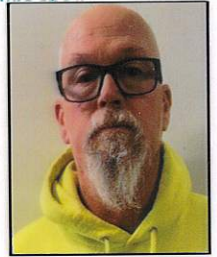
ASBESTOS INSPECTOR'S CERTIFICATION



MISSOURI DEPARTMENT OF NATURAL RESOURCES

Michael L. Parson
Governor

Dru Buntin
Director



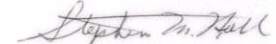
CERTIFICATION NUMBER:
7118021723MOIR741

THIS CERTIFIES
James V Braidó
HAS COMPLETED THE CERTIFICATION
REQUIREMENTS FOR
Inspector

APPROVED: **03/31/2023**

TRAINING DATE: **02/17/2023**

EXPIRES: **02/17/2024**


Director of Air Pollution Control Program

March 31, 2023

James V Braidó
2665 Scott Ave Ste B
St Louis, MO 63103

RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7118021723MOIR741
Course Training Date: February 17, 2023
Missouri Certification Approval Date: March 31, 2023
Missouri Certification Expiration Date: February 17, 2024


Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
 - Sections 643.225 to 643.250, RSMo;
 - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
 - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

AIR POLLUTION CONTROL PROGRAM



Director of Air Pollution Control Program



LABORATORY ACCREDITATION

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200742-0

EMSL Analytical, Inc.
St. Louis, MO

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2022-04-01 through 2023-03-31

Effective Dates



Dana S. Gorman
For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
100 Green Park Industrial Court
St. Louis, MO 63123
Dr. Jeff Siria Ph.D
Phone: 314-577-0150 Fax: 314-776-3313
Email: jsiria@emsl.com
<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200742-0

Bulk Asbestos Analysis

Code

Description

18/A01

EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

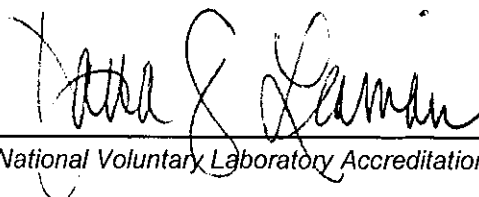
Airborne Asbestos Analysis

Code

Description

18/A02

U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.


For the National Voluntary Laboratory Accreditation Program

LABORATORY BULK SAMPLING ANALYTICAL REPORT



EMSL Analytical, Inc.

100 Green Park Industrial Court Saint Louis, MO 63123

Tel/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com> / saintlouislab@emsl.com

EMSL Order: 392304208

Customer ID: PROF34

Customer PO:

Project ID:

Attention: james braido

Professional Environmental Engineers

2665 Scott Avenue

Suite B

St. Louis, MO 63103

Project: 369.01.003/Truman college

Phone: (314) 486-3770

Fax: (314) 531-0068

Received Date: 04/19/2023 8:30 AM

Analysis Date: 04/21/2023 - 04/24/2023

Collected Date: 04/18/2023 - 04/19/2023

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
01-B-A 392304208-0001	Room 102 - HA-001 - Concrete floor / Gray / Smooth /Gray / Smooth	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 001		
01-B-B 392304208-0002	South west room - HA-001 - Concrete floor / Gray / Smooth /Gray / Smooth	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 001		
01-B-C 392304208-0003	Laundry room - HA-001 - Concrete floor / Gray / Smooth /Gray / Smooth	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 001		
02-B-A 392304208-0004	Fuel room - HA-002 - Interior brick mortar / White / Rough /White / Rough	Various Non-Fibrous Homogeneous		18% Quartz 82% Non-fibrous (Other)	None Detected
			HA: 002		
02-B-B 392304208-0005	Chemical closet - HA-002 - Interior brick mortar / White / Rough /White / Rough	Various Non-Fibrous Homogeneous		19% Quartz 81% Non-fibrous (Other)	None Detected
			HA: 002		
02-B-C 392304208-0006	Loft - HA-002 - Interior brick mortar / White / Rough /White / Rough	Various Non-Fibrous Homogeneous		14% Quartz 86% Non-fibrous (Other)	None Detected
			HA: 002		
03-B-A-Joint Compound 392304208-0007	Furnace room - HA-003 - Drywall and joint compound / White / Smooth /White / Smooth	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 003		
03-B-A-Drywall 392304208-0007A	Furnace room - HA-003 - Drywall and joint compound / White / Smooth /White / Smooth	Various Non-Fibrous Homogeneous	16% Cellulose 13% Glass	71% Non-fibrous (Other)	None Detected
			HA: 003		
03-B-B-Joint Compound 392304208-0008	Sout east room - HA-003 - Drywall and joint compound / White / Smooth /White / Smooth	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 003		

Initial report from: 04/24/2023 11:42:26



EMSL Analytical, Inc.

100 Green Park Industrial Court Saint Louis, MO 63123

Tel/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com> / saintlouislab@emsl.com

EMSL Order: 392304208

Customer ID: PROF34

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
03-B-B-Drywall 392304208-0008A	Sout east room - HA-003 - Drywall and joint compound / White / Smooth /White / Smooth	Various Non-Fibrous Homogeneous	17% Cellulose 14% Glass	69% Non-fibrous (Other)	None Detected
HA: 003					
03-B-C-Joint Compound 392304208-0009	Sout east room - HA-003 - Drywall and joint compound / White / Smooth /White / Smooth	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 003					
03-B-C-Drywall 392304208-0009A	Sout east room - HA-003 - Drywall and joint compound / White / Smooth /White / Smooth	Various Non-Fibrous Homogeneous	16% Cellulose 13% Glass	71% Non-fibrous (Other)	None Detected
HA: 003					
04-B-A-Floor Tile 392304208-0010	South east room - HA-004 - 12 x 12 Floor Tile / White/gray / Smooth /White/gray / Smooth	Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 004					
04-B-A-Adhesive 392304208-0010A	South east room - HA-004 - 12 x 12 Floor Tile / White/gray / Smooth /White/gray / Smooth	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 004					
04-B-B-Floor Tile 392304208-0011	Room 202 - HA-004 - 12 x 12 Floor Tile / White/gray / Smooth /White/gray / Smooth	Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 004					
04-B-B-Adhesive 392304208-0011A	Room 202 - HA-004 - 12 x 12 Floor Tile / White/gray / Smooth /White/gray / Smooth	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 004					
04-B-C-Floor Tile 392304208-0012	Room 302 - HA-004 - 12 x 12 Floor Tile / White/gray / Smooth /White/gray / Smooth	Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 004					
04-B-C-Adhesive 392304208-0012A	Room 302 - HA-004 - 12 x 12 Floor Tile / White/gray / Smooth /White/gray / Smooth	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 004					
05-B-A 392304208-0013	Furnace room - HA-005 - Light weight pad / Gray / Smooth /Gray / Smooth	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 005					
05-B-B 392304208-0014	Furnace room - HA-005 - Light weight pad / Gray / Smooth /Gray / Smooth	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 005					

Initial report from: 04/24/2023 11:42:26



EMSL Analytical, Inc.

100 Green Park Industrial Court Saint Louis, MO 63123

Tel/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com> / saintlouislab@emsl.com

EMSL Order: 392304208

Customer ID: PROF34

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
05-B-C 392304208-0015	Furnace room - HA-005 - Light weight pad / Gray / Smooth /Gray / Smooth	Gray Non-Fibrous Homogeneous	HA: 005	100% Non-fibrous (Other)	None Detected
06-B-A 392304208-0016	Furnace room - HA-006 - Flue grout / Gray / Rough /Gray / Rough	Gray Non-Fibrous Homogeneous	HA: 006	18% Quartz 82% Non-fibrous (Other)	None Detected
06-B-B 392304208-0017	Furnace room - HA-006 - Flue grout / Gray / Rough /Gray / Rough	Gray Non-Fibrous Homogeneous	HA: 006	19% Quartz 81% Non-fibrous (Other)	None Detected
06-B-C 392304208-0018	Furnace room - HA-006 - Flue grout / Gray / Rough /Gray / Rough	Gray Non-Fibrous Homogeneous	HA: 006	12% Quartz 88% Non-fibrous (Other)	None Detected
07-B-A 392304208-0019	South east room - HA-007 - Mastic Adhesive / Yellow / Smooth /Yellow / Smooth	Tan Non-Fibrous Homogeneous	HA: 007	100% Non-fibrous (Other)	None Detected
07-B-B 392304208-0020	South west room - HA-007 - Mastic Adhesive / Yellow / Smooth /Yellow / Smooth	Tan Non-Fibrous Homogeneous	HA: 007	100% Non-fibrous (Other)	None Detected
07-B-C 392304208-0021	3rd floor bath - HA-007 - Mastic Adhesive / Yellow / Smooth /Yellow / Smooth	Tan Non-Fibrous Homogeneous	HA: 007	100% Non-fibrous (Other)	None Detected
08-B-A 392304208-0022	South east room - HA-008 - Base board adhesive / Yellow / Smooth /Yellow / Smooth	Tan Non-Fibrous Homogeneous	HA: 008	100% Non-fibrous (Other)	None Detected
08-B-B 392304208-0023	Basement hall - HA-008 - Base board adhesive / Yellow / Smooth /Yellow / Smooth	Tan Non-Fibrous Homogeneous	HA: 008	100% Non-fibrous (Other)	None Detected
08-B-C 392304208-0024	Basement hall - HA-008 - Base board adhesive / Yellow / Smooth /Yellow / Smooth	Tan Non-Fibrous Homogeneous	HA: 008	100% Non-fibrous (Other)	None Detected
09-B-A-Sheet Flooring 392304208-0025	Basement bath - HA-009 - Linoleum / Grey streak / Smooth /Grey streak / Smooth	Gray Non-Fibrous Heterogeneous	16% Cellulose 6% Glass	78% Non-fibrous (Other)	None Detected

Initial report from: 04/24/2023 11:42:26



EMSL Analytical, Inc.

100 Green Park Industrial Court Saint Louis, MO 63123

Tel/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com> / saintlouislab@emsl.com

EMSL Order: 392304208

Customer ID: PROF34

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos	Asbestos	
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
HA: 009					
09-B-A-Adhesive 392304208-0025A	Basement bath - HA-009 - Linoleum / Grey streak / Smooth /Grey streak / Smooth	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 009					
09-B-B-Sheet Flooring 392304208-0026	Basement bath - HA-009 - Linoleum / Grey streak / Smooth /Grey streak / Smooth	Gray Non-Fibrous Heterogeneous	17% Cellulose 7% Glass	76% Non-fibrous (Other)	None Detected
HA: 009					
09-B-B-Adhesive 392304208-0026A	Basement bath - HA-009 - Linoleum / Grey streak / Smooth /Grey streak / Smooth	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 009					
09-B-C-Sheet Flooring 392304208-0027	Basement bath - HA-009 - Linoleum / Grey streak / Smooth /Grey streak / Smooth	Gray Non-Fibrous Heterogeneous	17% Cellulose 8% Glass	75% Non-fibrous (Other)	None Detected
HA: 009					
09-B-C-Adhesive 392304208-0027A	Basement bath - HA-009 - Linoleum / Grey streak / Smooth /Grey streak / Smooth	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 009					
10-B-A-Plaster 392304208-0028	Basement stair - HA-010 - Plaster (base coat) / Gray / Rough /Gray / Rough	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 010					
10-B-A-Plaster 392304208-0028A	Basement stair - HA-010 - Plaster (base coat) / Gray / Rough /Gray / Rough	Gray Non-Fibrous Homogeneous		18% Quartz 82% Non-fibrous (Other)	None Detected
HA: 010					
10-B-B-Plaster 392304208-0029	Kitchen - HA-010 - Plaster (base coat) / Gray / Rough /Gray / Rough	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 010					
10-B-B-Plaster 392304208-0029A	Kitchen - HA-010 - Plaster (base coat) / Gray / Rough /Gray / Rough	Gray Non-Fibrous Homogeneous		19% Quartz 81% Non-fibrous (Other)	None Detected
HA: 010					
10-B-C-Plaster 392304208-0030	Room 204 - HA-010 - Plaster (base coat) / Gray / Rough /Gray / Rough	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 010					
10-B-C-Plaster 392304208-0030A	Room 204 - HA-010 - Plaster (base coat) / Gray / Rough /Gray / Rough	Gray Non-Fibrous Homogeneous		16% Quartz 84% Non-fibrous (Other)	None Detected
HA: 010					

Initial report from: 04/24/2023 11:42:26



EMSL Analytical, Inc.

100 Green Park Industrial Court Saint Louis, MO 63123

Tel/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com> / saintlouislab@emsl.com

EMSL Order: 392304208

Customer ID: PROF34

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
10-B-D-Plaster 392304208-0031	Room 203 - HA-010 - Plaster (base coat) / Gray / Rough / Gray / Rough	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 010		
10-B-D-Plaster 392304208-0031A	Room 203 - HA-010 - Plaster (base coat) / Gray / Rough / Gray / Rough	Gray Non-Fibrous Homogeneous		17% Quartz 83% Non-fibrous (Other)	None Detected
			HA: 010		
10-B-E-Plaster 392304208-0032	Room 300 - HA-010 - Plaster (base coat) / Gray / Rough / Gray / Rough	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 010		
10-B-E-Plaster 392304208-0032A	Room 300 - HA-010 - Plaster (base coat) / Gray / Rough / Gray / Rough	Gray Non-Fibrous Homogeneous		18% Quartz 82% Non-fibrous (Other)	None Detected
			HA: 010		
10-B-F-Plaster 392304208-0033	Room 302 - HA-010 - Plaster (base coat) / Gray / Rough / Gray / Rough	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 010		
10-B-F-Plaster 392304208-0033A	Room 302 - HA-010 - Plaster (base coat) / Gray / Rough / Gray / Rough	Gray Non-Fibrous Homogeneous		19% Quartz 81% Non-fibrous (Other)	None Detected
			HA: 010		
10-B-G-Plaster 392304208-0034	Room 303 - HA-010 - Plaster (base coat) / Gray / Rough / Gray / Rough	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 010		
10-B-G-Plaster 392304208-0034A	Room 303 - HA-010 - Plaster (base coat) / Gray / Rough / Gray / Rough	Gray Non-Fibrous Homogeneous		17% Quartz 83% Non-fibrous (Other)	None Detected
			HA: 010		
11-B-A 392304208-0035	South west room - HA-011 - Fire place mortar / Gray / Rough / Gray / Rough	Gray Non-Fibrous Homogeneous		16% Quartz 84% Non-fibrous (Other)	None Detected
			HA: 011		
11-B-B 392304208-0036	South west room - HA-011 - Fire place mortar / Gray / Rough / Gray / Rough	Gray Non-Fibrous Homogeneous		17% Quartz 83% Non-fibrous (Other)	None Detected
			HA: 011		
11-B-C 392304208-0037	Room 203 - HA-011 - Fire place mortar / Gray / Rough / Gray / Rough	Gray Non-Fibrous Homogeneous		13% Quartz 87% Non-fibrous (Other)	None Detected
			HA: 011		
12-B-A 392304208-0038	Laundry room - HA-012 - Pipe Insulation / Beige / Rough / Beige / Rough	Gray Fibrous Homogeneous		42% Non-fibrous (Other)	58% Chrysotile
			HA: 012		

Initial report from: 04/24/2023 11:42:26



EMSL Analytical, Inc.

100 Green Park Industrial Court Saint Louis, MO 63123

Tel/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com> / saintlouislab@emsl.com

EMSL Order: 392304208

Customer ID: PROF34

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
12-B-B 392304208-0039	Laundry room - HA-012 - Pipe Insulation / Beige / Rough / Beige / Rough		HA: 012		Positive Stop (Not Analyzed)
12-B-C 392304208-0040	Laundry room - HA-012 - Pipe Insulation / Beige / Rough / Beige / Rough		HA: 012		Positive Stop (Not Analyzed)
13-B-A 392304208-0041	Room 202 - HA-013 - Carpet adhesive / Yellow / Rough / Yellow / Rough	Orange Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-B-B 392304208-0042	Room 203 - HA-013 - Carpet adhesive / Yellow / Rough / Yellow / Rough	Orange Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
13-B-C 392304208-0043	Room 300 - HA-013 - Carpet adhesive / Yellow / Rough / Yellow / Rough	Orange Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
14-B-A 392304208-0044	Room 201 - HA-014 - Thermal Paper Products / Gray / Smooth / Gray / Smooth	Gray Fibrous Homogeneous		41% Non-fibrous (Other)	59% Chrysotile
14-B-B 392304208-0045	Room 201 - HA-014 - Thermal Paper Products / Gray / Smooth / Gray / Smooth		HA: 014		Positive Stop (Not Analyzed)
14-B-C 392304208-0046	Kitchen - HA-014 - Thermal Paper Products / Gray / Smooth / Gray / Smooth		HA: 014		Positive Stop (Not Analyzed)
15-B-A-Sheet Flooring 392304208-0047	Kitchen - HA-015 - White/tan spec linoliumn / White/tan / Smooth / White/tan / Smooth	Various Non-Fibrous Heterogeneous	16% Cellulose 6% Glass	78% Non-fibrous (Other)	None Detected
15-B-A-Adhesive 392304208-0047A	Kitchen - HA-015 - White/tan spec linoliumn / White/tan / Smooth / White/tan / Smooth	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15-B-B-Sheet Flooring 392304208-0048	1st bath - HA-015 - White/tan spec linoliumn / White/tan / Smooth / White/tan / Smooth	Various Non-Fibrous Heterogeneous	17% Cellulose 7% Glass	76% Non-fibrous (Other)	None Detected

Initial report from: 04/24/2023 11:42:26



EMSL Analytical, Inc.

100 Green Park Industrial Court Saint Louis, MO 63123

Tel/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com> / saintlouislab@emsl.com

EMSL Order: 392304208

Customer ID: PROF34

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

			Non-Asbestos	Asbestos	
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
HA: 015					
15-B-B-Adhesive 392304208-0048A	1st bath - HA-015 - White/tan spec linoliumn / White/tan / Smooth /White/tan / Smooth	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 015					
15-B-C-Sheet Flooring 392304208-0049	3rd floor bath - HA-015 - White/tan spec linoliumn / White/tan / Smooth /White/tan / Smooth	Various Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
HA: 015					
15-B-C-Adhesive 392304208-0049A	3rd floor bath - HA-015 - White/tan spec linoliumn / White/tan / Smooth /White/tan / Smooth	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 015					
16-B-A 392304208-0050	Kitchen - HA-016 - Sink insulation / Black / Rough /Black / Rough	Brown Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
HA: 016					
16-B-B 392304208-0051	Kitchen - HA-016 - Sink insulation / Black / Rough /Black / Rough	Brown Non-Fibrous Homogeneous	2% Cellulose	98% Non-fibrous (Other)	None Detected
HA: 016					
16-B-C 392304208-0052	Kitchen - HA-016 - Sink insulation / Black / Rough /Black / Rough	Brown Non-Fibrous Homogeneous	4% Cellulose	96% Non-fibrous (Other)	None Detected
HA: 016					
17-B-A 392304208-0053	Loft - HA-017 - Peak insulation blowin / Beige / Mottled /Beige / Mottled	Brown Fibrous Homogeneous	98% Cellulose	2% Non-fibrous (Other)	None Detected
HA: 017					
17-B-B 392304208-0054	Loft - HA-017 - Peak insulation blowin / Beige / Mottled /Beige / Mottled	Brown Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
HA: 017					
17-B-C 392304208-0055	Loft - HA-017 - Peak insulation blowin / Beige / Mottled /Beige / Mottled	Brown Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (Other)	None Detected
HA: 017					
18-B-A 392304208-0056	Loft - HA-018 - Peak insulation rolled / White / Rough /White / Rough	Pink Non-Fibrous Homogeneous	93% Min. Wool	7% Non-fibrous (Other)	None Detected
HA: 018					
18-B-B 392304208-0057	Loft - HA-018 - Peak insulation rolled / White / Rough /White / Rough	Pink Fibrous Homogeneous	94% Min. Wool	6% Non-fibrous (Other)	None Detected
HA: 018					

Initial report from: 04/24/2023 11:42:26



EMSL Analytical, Inc.

100 Green Park Industrial Court Saint Louis, MO 63123

Tel/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com> / saintlouislab@emsl.com

EMSL Order: 392304208

Customer ID: PROF34

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
18-B-C 392304208-0058	Loft - HA-018 - Peak insulation rolled / White / Rough /White / Rough	Gray Fibrous Homogeneous	96% Min. Wool	4% Non-fibrous (Other)	None Detected
HA: 018					
19-B-A 392304208-0059	Exterior - HA-019 - Roofing cementitious / Gray / Rough /Gray / Rough	Gray Non-Fibrous Homogeneous		82% Non-fibrous (Other)	18% Chrysotile
HA: 019					
19-B-B 392304208-0060	Exterior - HA-019 - Roofing cementitious / Gray / Rough /Gray / Rough				Positive Stop (Not Analyzed)
HA: 019					
19-B-C 392304208-0061	Exterior - HA-019 - Roofing cementitious / Gray / Rough /Gray / Rough				Positive Stop (Not Analyzed)
HA: 019					

Analyst(s)

Clayton Summers (21)

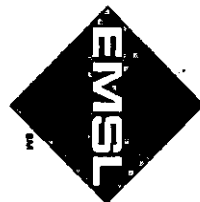
Sue Ferrario (53)

Jeff Siria, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO NVLAP Lab Code 200742-0

Initial report from: 04/24/2023 11:42:26



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

392304208



4PWF-69TU-22ER

Client Information
Professional Environmental
Engineers
St. Louis, MO

Project Overview
PO Number

Project Name Truman College
Project ID 369,01,003
Client Professional Environmental Engineers
Special Instructions See last page
Bill To PROF34
Report to Contact James Braido
Report to Email jimbraido@pe-engrs.com

Project Site
Building

Type
Address 1 100 McClain
Address 2 Corner Franklin and Normal
City Kirksville
State MO
Country US

Testing Laboratory
EMSL Analytical
3029 S. Jefferson Ave
Saint Louis, MO

HA	Sample ID	Material	Location	Date/Time Collected	Matrix / Test Method	TAT	Notes
001	01-B-A	HA-001 - Concrete floor / Gray / Smooth	Room 102	Apr 18, 2023 8:49 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
001	01-B-B	HA-001 - Concrete floor / Gray / Smooth	South west room	Apr 18, 2023 8:53 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
001	01-B-C	HA-001 - Concrete floor / Gray / Smooth	Laundry room	Apr 18, 2023 8:56 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
002	02-B-A	HA-002 - Interior brick mortar / White / Rough	Fuel room	Apr 18, 2023 9:03 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
002	02-B-B	HA-002 - Interior brick mortar / White / Rough	Chemical closet	Apr 18, 2023 9:06 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
002	02-B-C	HA-002 - Interior brick mortar / White / Rough	Loft	Apr 18, 2023 9:11 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
003	03-B-A	HA-003 - Drywall and joint compound / White / Smooth	Furnace room	Apr 18, 2023 9:22 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
003	03-B-B	HA-003 - Drywall and joint compound / White / Smooth	Scout east room	Apr 18, 2023 9:39 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
003	03-B-C	HA-003 - Drywall and joint compound / White / Smooth	Scout east room	Apr 18, 2023 9:40 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
004	04-B-A	HA-004 - 12 x 12 Floor Tile / White/gray / Smooth	South east room	Apr 19, 2023 7:12 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
004	04-B-B	HA-004 - 12 x 12 Floor Tile / White/gray / Smooth	Room 202	Apr 19, 2023 7:12 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
004	04-B-C	HA-004 - 12 x 12 Floor Tile / White/gray / Smooth	Room 302	Apr 19, 2023 7:14 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
005	05-B-A	HA-005 - Light weight pad / Gray / Smooth	Furnace room	Apr 19, 2023 7:14 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
005	05-B-B	HA-005 - Light weight pad / Gray / Smooth	Furnace room	Apr 19, 2023 7:15 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
005	05-B-C	HA-005 - Light weight pad / Gray / Smooth	Furnace room	Apr 19, 2023 7:15 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
006	06-B-A	HA-006 - Flue grout / Gray / Rough	Furnace room	Apr 19, 2023 7:15 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
006	06-B-B	HA-006 - Flue grout / Gray / Rough	Furnace room	Apr 19, 2023 7:15 AM	Asbestos Bulk / PLM EPA 600	72 Hour	



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

392364208



APWF-69TU-22ER

HA	Sample ID	Material	Location	Date/Time Collected	Matrix / Test Method	TAT	Notes
006	06-B-C	HA-006 - Flue grout / Gray / Rough	Furnace room	Apr 19, 2023 7:16 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
007	07-B-A	HA-007 - Mastic Adhesive / Yellow / Smooth	South east room	Apr 19, 2023 7:17 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
007	07-B-B	HA-007 - Mastic Adhesive / Yellow / Smooth	South west room	Apr 19, 2023 7:17 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
007	07-B-C	HA-007 - Mastic Adhesive / Yellow / Smooth	3rd floor bath	Apr 19, 2023 7:18 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
008	08-B-A	HA-008 - Base board adhesive / Yellow / Smooth	South east room	Apr 19, 2023 7:22 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
008	08-B-B	HA-008 - Base board adhesive / Yellow / Smooth	Basement hall	Apr 19, 2023 7:23 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
008	08-B-C	HA-008 - Base board adhesive / Yellow / Smooth	Basement hall	Apr 19, 2023 7:23 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
009	09-B-A	HA-009 - Linoleum / Grey streak / Smooth	Basement bath	Apr 19, 2023 7:24 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
009	09-B-B	HA-009 - Linoleum / Grey streak / Smooth	Basement bath	Apr 19, 2023 7:24 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
009	09-B-C	HA-009 - Linoleum / Grey streak / Smooth	Basement bath	Apr 19, 2023 7:24 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
010	10-B-A	HA-010 - Plaster (base coat) / Gray / Rough	Basement stair	Apr 19, 2023 7:25 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
010	10-B-B	HA-010 - Plaster (base coat) / Gray / Rough	Kitchen	Apr 19, 2023 7:27 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
010	10-B-C	HA-010 - Plaster (base coat) / Gray / Rough	Room 204	Apr 19, 2023 7:27 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
010	10-B-D	HA-010 - Plaster (base coat) / Gray / Rough	Room 203	Apr 19, 2023 7:29 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
010	10-B-E	HA-010 - Plaster (base coat) / Gray / Rough	Room 300	Apr 19, 2023 7:30 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
010	10-B-F	HA-010 - Plaster (base coat) / Gray / Rough	Room 302	Apr 19, 2023 7:31 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
010	10-B-G	HA-010 - Plaster (base coat) / Gray / Rough	Room 303	Apr 19, 2023 7:31 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
011	11-B-A	HA-011 - Fire place mortar / Gray / Rough	South west room	Apr 19, 2023 7:39 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
011	11-B-B	HA-011 - Fire place mortar / Gray / Rough	South west room	Apr 19, 2023 7:40 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
011	11-B-C	HA-011 - Fire place mortar / Gray / Rough	Room 203	Apr 19, 2023 7:40 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
012	12-B-A	HA-012 - Pipe Insulation / Beige / Rough	Laundry room	Apr 19, 2023 7:41 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
012	12-B-B	HA-012 - Pipe Insulation / Beige / Rough	Laundry room	Apr 19, 2023 7:41 AM	Asbestos Bulk / PLM EPA 600	72 Hour	



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

792364208



4PWF-69TU-22ER

HA	Sample ID	Material	Location	Date/Time Collected	Matrix / Test Method	TAT	Notes
012	12-B-C	HA-012 - Pipe Insulation / Beige / Rough	Laundry room	Apr 19, 2023 7:41 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
013	13-B-A	HA-013 - Carpet adhesive / Yellow / Rough	Room 202	Apr 19, 2023 7:42 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
013	13-B-B	HA-013 - Carpet adhesive / Yellow / Rough	Room 203	Apr 19, 2023 7:43 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
013	13-B-C	HA-013 - Carpet adhesive / Yellow / Rough	Room 300	Apr 19, 2023 7:43 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
014	14-B-A	HA-014 - Thermal Paper Products / Gray / Smooth	Room 201	Apr 19, 2023 7:45 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
014	14-B-B	HA-014 - Thermal Paper Products / Gray / Smooth	Room 201	Apr 19, 2023 7:48 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
014	14-B-C	HA-014 - Thermal Paper Products / Gray / Smooth	Kitchen	Apr 19, 2023 7:48 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
015	15-B-A	HA-015 - White/tan spec linoleum / White/tan / Smooth	Kitchen	Apr 19, 2023 7:49 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
015	15-B-B	HA-015 - White/tan spec linoleum / White/tan / Smooth	1st bath	Apr 19, 2023 7:49 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
015	15-B-C	HA-015 - White/tan spec linoleum / White/tan / Smooth	3rd floor bath	Apr 19, 2023 7:49 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
016	16-B-A	HA-016 - Sink insulation / Black / Rough	Kitchen	Apr 19, 2023 7:50 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
016	16-B-B	HA-016 - Sink insulation / Black / Rough	Kitchen	Apr 19, 2023 7:50 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
016	16-B-C	HA-016 - Sink insulation / Black / Rough	Kitchen	Apr 19, 2023 7:51 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
017	17-B-A	HA-017 - Peak insulation blown / Beige / Mottled	Loft	Apr 19, 2023 7:52 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
017	17-B-B	HA-017 - Peak insulation blown / Beige / Mottled	Loft	Apr 19, 2023 7:58 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
017	17-B-C	HA-017 - Peak insulation blown / Beige / Mottled	Loft	Apr 19, 2023 7:58 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
018	18-B-A	HA-018 - Peak insulation rolled / White / Rough	Loft	Apr 19, 2023 7:58 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
018	18-B-B	HA-018 - Peak insulation rolled / White / Rough	Loft	Apr 19, 2023 7:59 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
018	18-B-C	HA-018 - Peak insulation rolled / White / Rough	Loft	Apr 19, 2023 7:59 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
019	19-B-A	HA-019 - Roofing cementitious / Gray / Rough	Exterior	Apr 19, 2023 7:56 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
019	19-B-B	HA-019 - Roofing cementitious / Gray / Rough	Exterior	Apr 19, 2023 7:57 AM	Asbestos Bulk / PLM EPA 600	72 Hour	
019	19-B-C	HA-019 - Roofing cementitious / Gray / Rough	Exterior	Apr 19, 2023 7:57 AM	Asbestos Bulk / PLM EPA 600	72 Hour	

392304208



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Special Instructions

Test to first positive. If < 1% to trace call 217-556-4501

Sampled By / Date

llh

Apr 17, 2023

Relinquished By / Date

llh

Apr 17, 2023

Received (Lab) / Date

On Site

4/19/23 8:30 AM



4PWF-69TU-22ER

DEMOLITION CONTRACT SPECIFICATION

000001	TABLE OF CONTENTS
DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS
000115	LIST OF DRAWINGS
002113	INSTRUCTIONS TO BIDDERS
002113	MISSOURI PREFERENCE STATEMENT
002513	PREBID MEETINGS
003126	EXISTING HAZARDOUS MATERIAL INFORMATION (REFERENCED TO INFORMATION INCORPORATED IN ABATEMENT PACKAGE BY OTHERS)
004113	BID FORM STIPULATED SUM (SINGLE-PRIME CONTRACT)
004313	BID SECURITY FORMS
004339	MBE/WBE FORMS
004440	AFFIDAVIT FOR AFFIRMATIVE ACTION
004736	WAGE DETERMINATION SCHEDULE
006000	FORMS
006001	AIA A101 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR.
006002	AIA A101 EXHIBIT A "INSURANCE AND BONDS"
006003	SUPPLEMENTAL CONDITIONS TO AIA A101 EXHIBIT A
006004	AIA A201 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.
008000	SUPPLEMENTAL CONDITIONS TO AIA A201 GENERAL CONDITIONS
009000	SPECIAL CONDITIONS
DIVISION 01	GENERAL REQUIREMENTS
011000	SUMMARY
012600	CONTRACT MODIFICATION PROCEDURES
012900	PAYMENT PROCEDURES
013100	PROJECT MANAGEMENT AND COORDINATION
015000	TEMPORARY FACILITIES AND CONTROLS
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
DIVISION 02	EXISTING CONDITIONS
024119	DEMOLITION

END OF TABLE OF CONTENTS

DOCUMENT 000115 – LIST OF DRAWINGS

Contract Drawings include those listed below and on the cover sheet of the drawing set all dated May 16, 2023, and include those sheets and drawings added or modified by subsequent addenda and contract modifications.

GENERAL

AD100 GENERAL SITE LAYOUT

END OF LIST OF DRAWINGS

SECTION 002113 - 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.
- D. All bids must provide that they remain open for a period of not less than thirty (30) 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 Engineer 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 May 30, 2023.
 - 2. Drawings/Plans dated May 30, 2023 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:
Bill Pietroburgo
Professional Environmental Engineers, Inc.
314-531-0060
bpietroburgo@pe-engrs.com
(Hereinafter referred to as the "Bid Contact Person").
- B. In order to be considered, all questions must be received by Bill Pietroburgo at Professional Environmental Engineers, Inc. by 5:00 pm Central, Tuesday, June 13, 2023 with responses provided by 5:00 pm on June 14, 2023.
- 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 Engineer.

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.

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. 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. All contractors will be required to have a business license from the city of Kirksville.

1.12 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.

1.13 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 can also be found at the Department of Labor website.

1.14 SCHEDULE FOR THE WORK

- A. Mobilization and work onsite may commence upon receipt of notice to proceed.
- B. Final Completion shall be achieved no later **August 8, 2023**.
- 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.

1.15 LIQUIDATED DAMAGES

- A. Liquidated damages clause on this project is set at **\$ 1,000/day** if site work is not completed and final approval provided by Truman State.

1.16 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 coventures 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 002113

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://oeo.mo.gov/eligibilityapplication/> or contact the MBE/WBE Certification Program at 573.751.8130 or 877.259.2963 email address oeo@oa.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 002513 - PREBID MEETINGS

PART 1 - PREBID MEETING

1.1 PREBID MEETING

- A. Engineer will conduct a Prebid meeting as indicated below:
 - 1. Meeting Date: Tuesday, June 13, 2023.
 - 1. Meeting Time: 10:00 a.m., local time.
 - 2. Location: Truman State University, McClain Hall 100, 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 Lori Shook, ph. 660-785-7226
- 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. (Asbestos Abatement & Demolition)
 - b. Temporary Facilities.
 - c. Use of Site.
 - d. Work Restrictions.

- 5. Schedule:
 - a. Project Schedule.
 - b. Contract Time.
 - c. Other Bidder Questions.
- 6. Site/facility visit or walkthrough.
- 7. 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 002513

DOCUMENT 003126 – EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. It is encouraged that the bidders review the available documents listed below.
- C. The following listed documents prepared by Professional Environmental Engineers, Inc., 2665 Scott Avenue, Suite B, St. Louis, MO 63103; dated May 15, 2023 are separately included as a combined document provided by Owner.
 - 1. The document titled "Project Manual for Asbestos Abatement" incorporates the abatement project information as well as a report document labeled "Pre-Demolition Asbestos Inspection"
- D. Related Requirements:
 - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
 - 2. Section 024119 "Demolition" for notification requirements if materials suspected of containing hazardous materials are encountered.

END OF DOCUMENT 003126

SECTION 004113 - BID FORM - STIPULATED SUM (Single-Prime Contract)

Bid Time: 2:00 p.m.

Bid Date: Thursday, June 15, 2023

From: _____

hereinafter called the BIDDER.

TO: Truman State University MC100
Kirksville, MO 63501
Attention: Lori Shook

hereinafter called the **OWNER**.

FOR: West Campus Annex Demolition
Truman State University,
Kirksville, Missouri 63501

hereinafter called the **PROJECT**.

BIDDER agrees to perform the **Asbestos Abatement Project** pursuant to the
Asbestos Abatement Documents for: The Base sum of Dollars (_____)

BIDDER agrees to perform the **Demolition Project** pursuant to the Contract
Documents for: The Base sum of _____Dollars (_____)

BIDDER agrees to perform **Both Projects** listed for:

The Base sum of _____Dollars (_____)

The **BIDDER** acknowledges receipt of

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

ALLOWANCES

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

(Contingency) Allowance No. 1 Include \$10,000.00 (ten thousand dollars) in the Base Bid sum for work as directed by the Owner and Engineer.

**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
THIRTY (30) CALENDAR DAYS AFTER THE DATE OF THE BID
OPENING.**

Dated this _____ day of _____ 2023

IF AN INDIVIDUAL

Name of Individual

Residence Address

Social Security Number

Telephone Number

Firm Name, If Any

Address for Communications

Signature

IF A PARTNERSHIP

Partners) Name of Partnership

(State Names and Residence Addresses
of ALL

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)

(SEAL)

Secretary

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

**DOCUMENT 004313 - 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;

PART 2 - NOT USED

PART 3 - NOT USED

END OF DOCUMENT 004313

SECTION 004339 - 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 Ownership	Ownership Percentage	Voting 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 004339 – MBE/WBE Forms

State of Missouri ()
County of Adair () s.s.

- (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.

Notary Public

004440 - 1/1

DOCUMENT 004736 - WAGE DETERMINATION SCHEDULE

PREVAILING WAGE RATES

The Current Annual Wage Order for Adair County, is attached.

END OF DOCUMENT 004736

DOCUMENT 006000 - 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; (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 006000

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 »
«Kirkville, 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)

«West Campus Annex – Asbestos Abatement and Demolition »
«Truman State University »
«Kirkville, Missouri 63501 »

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

«Professional Environmental Engineers, Inc. »« »
«2665 Scott Avenue, Suite B »
«St. Louis, MO 63103 »
«Telephone: 314-531-0060 »

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: « »

§ 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)

«West Campus Annex – Asbestos Abatement and Demolition »
«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.

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.

§ 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 \$ «2,000,000.00 » per occurrence, and \$ «3,000,000.00 » 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™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Kirk Building Selective Demolition »
«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)

«PGAV Architects »
«1900 West 47th Place, Suite 300 »
«Westwood, Kansas 66205 »

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

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.

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

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.

- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES



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, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

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

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 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, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 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, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 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, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

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, 2.3.3, 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, 4.2, 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, 12, 13.3.2, 13.4, 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

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, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 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

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

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, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 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, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of
7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5

Claims, Definition of
15.1.1

Claims, Notice of
1.6.2, 15.1.3

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, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for
3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
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, 11.2, **15.1.5**

Commencement of the Work, Definition of
8.1.2

Communications

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, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND 9

Completion, Substantial

3.10.1, 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, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 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, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
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, 3.11, 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, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts
5.4, 14.2.2.2

Continuing Contract Performance 15.1.4

Contract, Definition of
1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **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

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of
1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of
9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of
8.1.1

CONTRACTOR 3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 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, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 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, 12, 13.4, 15.1.3, 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
2.2.2, 9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 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

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, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

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, 2.3.6, 3.11

Copyrights
1.5, **3.17**

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 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, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 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, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 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, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

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, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 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
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 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, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

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, **15.1.6**, 15.2.5

Digital Data Use and Transmission
1.7

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

Emergencies
10.4, 14.1.1.2, **15.1.5**

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, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
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, 7.3.4, 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, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 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**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers
5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 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, 13.4

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, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

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,
5.2.1, 6.2.1, 7.3.4, 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, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.4.2, 3.5, 3.13, 9.6.4,
9.9.1, 10.2.2, 13.1, 13.3.1, 13.14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

11.5

Financial Arrangements, Owner's

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,
11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 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, 12.2, 13.4, 14, 15,
15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
5.2.1, 6.2.1, 7.3.4, 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, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,
15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 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, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1,
9.7,
10.3.2

Mutual

Respons

ibility

6.2

Intent of the Contract Documents



Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5,
15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 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, 13.4.1,
13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 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, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's 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

2.5, 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

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use

9.6.6, **9.9**

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, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 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, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY 10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 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, 2.4, 2.5, 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, 12.2.1, 12.2.2, 12.2.4, 13.3, 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, 15.1.6.2

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

Separate Contractors, Definition of

6.1.1

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, 9.9.2, 9.4.2, 9.10.1, 13.4

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, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 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, 3.18, 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, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous

10.3

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, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

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, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14

Tests and 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, 10.3.2, 12.2.1, **13.4**

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, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 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, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

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, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 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
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, **11.3**

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2

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, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective

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

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

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents

shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and

§ 3.18 Indemnification

suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 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 Document. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

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

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the

extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the

procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

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

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

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as

appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work

properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting

data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party

provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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

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

SECTION 008000 - 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

1.1.8 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.

Article 9: Payments and Completion

9.3.1 Delete Section 9.3.1 and substitute the following:

(i) 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:

(ii) 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

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

End of Section 008000 – Supplementary Conditions

SECTION 009000 - SPECIAL CONDITIONS

1. OWNER'S REPRESENTATIVE

The Owner's designated Representative on this Project shall be:

Lori Shook,
AUID Campus Planning
Truman State University
100 E Normal, MC100
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. EXISTING STRUCTURE

This Project involves the demolition and lawful disposal of an existing two-story with attic and basement of masonry construction building and contents including: building demolition; removal and lawful disposal of building contents and demolition debris; floor and foundation walls, concrete pad and sidewalk removal; backfill of open excavated area; finish grading to existing grades and turf restoration of property; and any other work as required to fully complete the project. All bidders are invited to review said documents or to request copies of said documents. All bidders are required to undertake a thorough inspection of the existing facility prior to submitting a bid. If any bidder believes that destructive testing/investigation of the existing structure would be beneficial, the bidder should submit a written request for permission to conduct said testing/investigation to the Bid Contact Person not less than seven (7) days prior to the bid date. The bidders are directed to review the provisions of Article 4.3.4 of the General Conditions with respect to procedures to be followed if unknown site conditions are encountered during construction.

3. SCHEDULE OF VALUES

Contractor's Schedule of Values shall be broken down by Work Sequence.

4. COPIES OF BID DOCUMENTS

Contractor may download or request a copy of the Drawings and Project Manuals from Professional Environmental Engineers, Inc.

End of Section 009000 - Special Conditions

SECTION 011000 - 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: West Campus Annex Demolition
 - 1. Project Location: Truman State University, Kirksville, Missouri
- B. Owner: Truman State University
- C. Owner's Representative:
 - Lori Shook AUID**
 - Campus Planning**
 - Truman State University**
 - 100 E Normal, MC100**
 - Kirksville, MO 63501**
 - Tel. 660-785-7226**
- D. Owner's Representative for separate contract for abatement.
 - Bill Pietroburgo**
 - Professional Environmental Engineers Inc.**
 - 2665 Scott Avenue, Suite B**
 - St. Louis, MO 63103**
 - Tel. 314-531-0060**

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. This project consists of the Demolition of West Campus Annex. Separately identified scope includes asbestos abatement. The demolition work includes removal of building and debris, foundation floor and wall removal, concrete pad and sidewalk removal, backfilling basement to grade, site restoration and seeding and strawing.
- B. Demolition to an existing building.
 - 1. Scope of demolition and removal work.
- C. Type of Contract:
 - 1. Project will be constructed under a single prime contract.

1.4 ACCESS TO SITE

- A. General: Contractor shall have use of site for 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. Access to building and surrounding site shall be coordinated with Owner to minimize disruption and ensure the public's safety.
- C. 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 7 pm Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: 7 am to 8 pm (Campus offices are working four days with Fridays off through July 29).
 - 2. The campus will be closed on Monday, June 19 and Tuesday, July 4, 2023.
- 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)

- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - 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. Owners representative 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 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

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 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.
- B. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- C. 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.
- D. 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.
- E. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - 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 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 5 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:
 - 1) Tentative construction schedule.
 - 2) Critical work sequencing and long-lead items.
 - 3) Designation of key personnel and their duties.
 - 4) Lines of communications.

- 5) Procedures for processing field decisions and Change Orders.
 - 6) Procedures for RFIs.
 - 7) Procedures for processing Applications for Payment.
 - 8) Distribution of the Contract Documents.
 - 9) Use of the premises and existing building.
 - 10) Work restrictions.
 - 11) Working hours.
 - 12) Responsibility for temporary facilities and controls.
 - 13) Procedures for disruptions and shutdowns.
 - 14) Construction waste management and recycling.
 - 15) Parking availability.
 - 16) Equipment deliveries and priorities.
 - 17) First aid.
- C. Progress Meetings: conduct progress meetings at biweekly (every two weeks) intervals.
1. Coordinate dates of meetings to coordinate with preparation of payment requests.
 2. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 015000 - 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 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.

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.

2.3 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 the 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 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."

END OF SECTION 015000

SECTION 017419 - 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 "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 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DISPOSAL OF WASTE

- A. General: Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- C. Burning: Do not burn waste materials.
- D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 024119 - 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 building or structure.
 - 2. Salvage of existing items to be reused or recycled.
 - 3. The general intent of this Demolition package is to remove existing structure, concrete pads foundation and sidewalks and restore to the existing grade and turf after hazardous material removal work has occurred.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for restrictions on the use of the premises.

1.3 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.

1.4 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 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.

1.5 INFORMATIONAL SUBMITTALS

- A. Schedule of Demolition Activities: Indicate the following:
 - 1. Coordination for shutoff, capping of all utilities.
- B. Obtain demolition permit from City of Kirksville.
- C. Predemolition Photographs or Video: Submit before Work begins.
- D. 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.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.7 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before 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. Hazardous Materials: Hazardous materials are present in buildings and structures to be 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 and hazardous material 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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: The contractor shall secure the site with fencing 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.
 - 1. Provide protection to ensure safe passage of people around demolition area and to and from occupied portions of building.

3.3 DEMOLITION, GENERAL

- A. General: A demolition permit must be secured from the City of Kirksville before proceeding with the work under this contract. Regulations from the City of Kirksville governing demolition permits hereby becomes a part of these specifications.

- B. This Project involves the demolition and lawful disposal of an existing two-story with attic and basement building of masonry construction and contents including: building demolition; removal and lawful disposal of building contents and demolition debris; floor and foundation walls, concrete pads and sidewalk removal; backfill of open excavated area; finish grading to existing grades and turf restoration of property.
- C. 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.
- D. The Contractor shall disconnect all utilities, including gas, sewer, electrical and capped in compliance with local codes.
- E. Erosion Control: Perimeter Silt fencing will be required to protect all stormwater sewers from erosion during all demolition activities.
- F. Fence Removal: The Contractor will remove all fence, gates, posts, mesh etc. except otherwise noted on the drawing. Posts will be removed a minimum of twenty-four (24) inches below the existing ground elevation. Posts will not be permitted to be cut off at ground level.
- G. The basement foundation consists of approximately 1,952 SF with an approximate depth of 10 feet to be backfilled to existing grade. Only imperishable material shall be used by the Contractor in backfilling up to ground surface level.
- H. Existing basement and foundation walls shall be removed to an elevation of three feet (3') below the existing grade and all material remaining shall be removed from the voids to present a neat appearance for inspection, prior to backfilling.
- I. Concrete slabs more than three feet (3') below grade shall be broken; all others shall be broken and removed.
- J. Any additional dirt to be brought in to provide cover as required by this contract shall be brought in, placed, and leveled. Only fill material from a source approved by the Missouri Department of Natural Resources shall be permitted.

Missouri Department of Natural Resources
PO Box 176
Jefferson City, Missouri 65102
(573) 751-7862

- K. The Contractor will ensure safe passage of persons around the area of demolition and will conduct operations in a manner that prevents injury to people, adjacent buildings, structures, vehicles, and other facilities.
- L. The Contractor shall keep the project area and public rights-of-way reasonably clear at all times and on completion of the work, the Contractor shall remove all equipment and materials brought onto the project area by the Contractor and used in the performance of the contract and shall leave the entire project area in a totally cleared, neat and level condition.
- M. The Contractor shall be permitted to salvage any items.

- N. The Contractor may remove only trees that are necessary for the completion of the demolition of structures and improvements in accordance with the provisions of this contract. Wherever trees are encountered adjacent to the work, the operations of the contractor must be so organized and carried out as to not disturb or destroy any trees except where permission has been obtained from the university. *Two trees are noted on the drawing to be left in-place and not disturbed.*
- O. If the Contractor should encounter any unforeseen hazardous wastes (other than ACM's and/or household hazardous wastes), shall stop work immediately and notify the Professional Environmental Engineers, Inc. for the next action to be taken. This shall also apply to any underground storage tanks that were not previously identified.
- P. Proceed with demolition systematically, from higher to lower level. Complete demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- Q. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials to be recycled, reused, salvaged, 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. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. The use of explosives is **NOT** permitted.
- D. Disposal: Transport demolished materials off Owner's property and legally dispose of them.
- E. The Contractor is responsible for ensuring that debris does not fall from or blow off transporting vehicles en route to a sanitary landfill.

3.5 LOT RESTORATION

- A. The Contractor shall grade the ground surface to conform to the existing adjacent grades and to insure surface drainage.
- B. The Contractor shall provide fill dirt for any concrete slabs removed and grade to ground surface.
- C. The Contractor Prepare seedbed; furnish, place and incorporate fertilizer and seed; compact seedbed; furnish, place and secure mulch; mow; and perform other operations necessary for the permanent establishment of vegetation from seed on shoulders, slopes, ditches or other roadside areas.

- D. Perform seeding and mulching on all earth areas disturbed by demolition or concrete slab removal. Adapt operations to variations in weather or soil conditions as necessary for the successful establishment and growth of the grasses or legumes.
- E. The final grade of backfill for basements or other open voids shall conform to the existing surrounding grade in such a manner as to present a neat well-drained appearance, and to prevent standing water or water draining unnecessarily onto adjacent properties.

END OF SECTION 024119

SITE LAYOUT

Normal Avenue



Tree
(Remain in-place)



Tree
(Remain in-place)

Front Porch
(Remove)

Grass

West Campus Annex
(Foundation 1,920 SF)
(Remove)

Sewer ●
Clean Out

Grass

Rear Porch (wood)
w/Concrete Pad
30'x15'
(Remove)

● Gas
Inlet

Concrete Walkway - Remove

Concrete Pad
40'x35'
(Remove)

Grass

Concrete Walkway - Remove

10'x9'

Grass

Grass

Elson Street

Retaining Wall Below (6ft Drop)
Chain Link Fenceline - Leave In-Place

Grass

Electrical
Hookup

Grass

Chain Link Fenceline (Remove)



West Campus Annex
Former Childhood Development Center
Appx. 203 W. Normal Avenue, Kirksville, MO 63501

Site Map

Date: 5/16/23

Project No. 369.01.003

Drawn By: GW



PROFESSIONAL
ENVIRONMENTAL
ENGINEERS, INC.

WAGE ORDER

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

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

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$22.38*
Boilermaker	\$22.38*
Bricklayer	\$51.48
Carpenter	\$50.29
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$22.38*
Plasterer	
Communications Technician	\$22.38*
Electrician (Inside Wireman)	\$54.68
Electrician Outside Lineman	\$73.92
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$22.38*
Glazier	\$22.38*
Ironworker	\$22.38*
Laborer	\$43.35
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$22.38*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$64.88
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$22.38*
Plumber	\$67.45
Pipe Fitter	
Roofer	\$51.57
Sheet Metal Worker	\$54.40
Sprinkler Fitter	\$62.37
Truck Driver	\$22.38*
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 Section 290.210 RSMo.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$22.38*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$73.92
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$73.68
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.02
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$22.38*
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. 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 Section 290.210 RSMo.

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.

Normal Avenue



Tree
(Remain in-place)



Tree
(Remain in-place)

Front Porch
(Remove)

Grass

West Campus Annex
(Foundation 1,920 SF)
(Remove)

Sewer ●
Clean Out

Grass

Rear Porch (wood)
w/Concrete Pad
30'x15'
(Remove)

● Gas
Inlet

Concrete Walkway - Remove

Grass

Concrete Pad
40'x35'
(Remove)

Grass

10'x9'

Concrete Walkway - Remove

Grass

Grass

Elson Street

Retaining Wall Below (6ft Drop)
Chain Link Fenceline - Leave In-Place

Electrical
Hookup

Chain Link Fenceline (Remove)



West Campus Annex
Former Childhood Development Center
Appx. 203 W. Normal Avenue, Kirksville, MO 63501

Site Map

Date: 5/16/23

Project No. 369.01.003

Drawn By: GW



PROFESSIONAL
ENVIRONMENTAL
ENGINEERS, INC.